

# EXHIBIT 1

6

**AGREEMENT  
BETWEEN  
GENTEX CORPORATION  
AND  
TRADEWAYS LTD.**

THIS AGREEMENT (the "Agreement") is entered into this 9th day of April, 2014 (the "Effective Date") by and between Tradeways Ltd., a Maryland corporation with offices located in Annapolis, Maryland, USA ("Representative") and Gentex Corporation, a Delaware corporation, with primary offices located at 324 Main Street, Simpson, Pennsylvania, 18407, USA ("Gentex" or "Company").

**RECITALS**

- A. Gentex is a leading provider of aircrew CBRN respiratory solutions for military crew and applications.
- B. Representative is engaged in providing business development services for aircrew CBRN respiratory systems in the international marketplace, including in the Republic of Korea.
- C. Gentex desires to engage Representative to promote the business development and sale of the Products (as described below) in the Territory (as described below), and Representative desires to accept such engagement.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, Gentex and Representative, intending to be legally bound, agree as follows:

1. Exclusive Appointment. Upon the terms and conditions of this Agreement, Gentex hereby appoints Representative on a non-assignable basis the right to promote the sale of the products listed in Appendix A to this Agreement (the "Products") in the geographical area and to the customers, and for the programs described in Appendix A attached hereto (the "Territory"), subject to the Reservation of Rights by Gentex described in Section 1(a) to this Agreement, below. At all times, Representative shall accurately represent Gentex to all potential and current customers. Representative shall not use any sub-agents, representatives, consultants or other third parties except as identified to Gentex and approved in writing by an authorized agent of Gentex Corporation, and following receipt of an executed Anti-Corruption Compliance Certification in the form specified in Appendix C from such third-party.

a. Gentex reserves the right to take the following actions within the Territory: (i) To make sales directly to any or all customers of the same and/or other Gentex products (including the Products) in the Territory; provided, however, that Representative shall keep Gentex informed, in writing, on a regular and on-going basis of its promotional and representative activities both within and outside the Territory as it

relates to Gentex products (including the Products), and Gentex shall compensate Distributor for any direct sales made by Gentex which were facilitated by Representative and were reported to Gentex in writing, and Gentex has consented to such activities, in writing; (ii) to appoint other distributors or sales representatives for the Products in geographic locations other than the Territory; (iii) To appoint other distributors or sales representatives in the Territory for Gentex products not identified on Appendix A.

b. Amendment to Appendix A. Gentex and Representative may amend Appendix A in writing from time to time to modify the Territory or the Products.

2. Communication. Representative shall keep Gentex informed of all his activities, including, without limitation the following:

a. Representative shall report to and shall receive strategic direction from Mr. Robert Lingo, Aircrew Business Development Manager.

b. Representative shall ensure that all written communications, including emails and any other form of written communication relating to the subject matter of this Agreement shall be forwarded to, copied to, or routed to Representative's primary contact, Robert Lingo, Aircrew Business Development Manager (rlingo@gentexcorp.com) or such other person that may be designated by Gentex from time to time.

c. Representative shall obtain Gentex's prior written approval before pursuing any lead.

d. Representative shall inform Gentex of all problems concerning customers.

e. Representative shall provide Gentex with a quarterly written report of his activities, which shall include a summary of the past quarter's activities; a forecast of any upcoming sales opportunities or meetings; and a proposed course of activity for the coming month. This report shall be submitted to the Gentex Aircrew Business Development Manager within seven (7) days following last day of the quarter.

f. Representative shall provide copies of all correspondence relating to his business development activities to Gentex and Gentex shall, at its discretion, provide to Representative copies of proposals, reports, and correspondence relative to the programs in which Representative is involved.

3. Promotional Materials. Gentex shall provide Representative with brochures, data and product samples as Gentex deems appropriate for business development purposes, subject to any U.S. Government restrictions on the dissemination of such information. All such material shall remain the property of Gentex and upon

termination of this Agreement, for any cause, Representative shall promptly return all materials and samples Gentex has provided to Representative.

4. Compensation. Gentex will pay the Representative a commission pursuant to Appendix B, on the resulting sale of the Products to a customer by Gentex within the Territory, which sale the Representative has facilitated. Commissions shall be paid thirty (30) days from the date of Gentex's receipt of customer's payment. Representative's commission shall be reduced by the amount of any commission previously paid that represents a product that a customer subsequently returned to Gentex. In the event that this Agreement is terminated or expires prior to the accumulation of commissions equivalent to the amount of Representative's commission reduction, Representative shall refund any remaining amounts due to Gentex within thirty (30) days following termination or expiration of this Agreement. Commissions shall only be payable on sales to customers that have previously been approved in writing by Gentex pursuant to Section 2 above. Commissions on other sales to customers outside those described above shall be approved in writing in advance on a case-by-case basis, at Gentex's sole discretion. Representative warrants that it will not pay a portion of its commission or otherwise split its commission with any other party without obtaining the Company's written permission after full disclosure of all circumstances associated with the intended payment.

5. Expenses. The Representative is wholly responsible for any travel and expenses incurred during his performance of this Agreement. It is understood that Gentex will not compensate the Representative for his travel and other expenses, unless the Representative receives prior written approval from Gentex on a case-by-case basis.

6. Not to Compete. During the term of this Agreement and for a period of twelve (12) months thereafter, Representative hereby covenants and agrees that he shall not directly or indirectly in any manner or capacity (whether alone or as a partner, joint venture participant, stockholder or investor, creditor principal, agent, advisor, Representative, officer, director, employee, licensor, licensee, salesman, broker, representative of any individual or entity) promote any other product or engage in any business that competes with the Products.

7. Representative's Clients. Representative shall at all times avoid conflicts of interest and keep Gentex informed in writing as to the identity of all other clients or companies whose interests he may be representing. Representative shall provide to Gentex a complete list of those other companies at the commencement of this contract and at the beginning of each calendar year thereafter, and will provide Gentex with revisions to this "Companies Represented List" as they occur.

8. Confidential Information. Each Party undertakes that it shall not disclose to any person any confidential information disclosed to it by the other Party concerning the business or affairs of the other Party, including but not limited to information relating to a Party's operations, processes, plans, product information, know-



how, designs, trade secrets, software, market opportunities and customers ("Confidential Information"), except as permitted by section 8(a), below.

- a. Each Party may disclose the other Party's Confidential Information: (1) To its employees, officers, agents, consultants or sub-contractors ("Agents") who need to know such information for the purposes of carrying out the Party's obligations under this Agreement, provided that the disclosing Party takes all reasonable steps to ensure that its Agents comply with the confidentiality obligations contained in this section 8 as though they were a Party to this Agreement. The disclosing Party shall be responsible for its Agent's compliance with the confidentiality obligations set out in this clause; and (2) As may be required by law, court order or any governmental or regulatory authority provided that the disclosing Party provides prompt written notice prior to any such disclosure so that the disclosing party may seek a protective order or other appropriate remedy. If, in the absence of a protective order (whether or not such a protective order was sought) or other remedy or waiver, the receiving party is legally compelled to disclose any of the Confidential Information to any court of competent jurisdiction or other governmental authority, the receiving party will furnish only that portion of the Confidential Information that is legally required to be furnished and will exercise best efforts to obtain reasonable assurance that confidential treatment will be accorded to the Confidential Information that is required to be disclosed.
- b. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party or to be implied from this agreement. In particular, no license is granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either Party now or in the future.
- c. Publicity. No party shall make any press release or other announcement with respect to the subject matter of this Agreement without the prior written consent of the other party. However, the Parties may make any public disclosure required by applicable securities laws, market regulations or listing agreements.

9. Anti-Corruption Compliance. Representative acknowledges that Gentex conducts its business according to the highest ethical standards, seeks to avoid even the appearance of impropriety and insists that its consultants, representatives, and other intermediaries conduct their business on Gentex's behalf in a similar fashion and in full compliance with all applicable laws and regulations.

a. Representative further acknowledges that its compliance with this Section 9 independently provides material consideration for Company to enter into this Agreement such that breach of this provision provides cause for immediate termination (as provided in Section 11) without compensation regardless of any services Representative may have provided.

b. Representative warrants that it has read and understands the prohibitions contained in the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, 78dd-2 and 78dd-3., that it is familiar with the anti-bribery and conflict of interest laws and relevant regulations in the countries in which it acts or provides any services and that it has trained its officers, directors, employees and other agents with respect to anti-corruption compliance.

c. Representative further warrants that it has not made or authorized and agrees that it will not make or authorize, directly or indirectly through another person or entity, any offer or payment of anything of value to any Government Official (as defined in Appendix C) in any way connected to performance of this Agreement or the Company's services and activities within the Territory.

d. Notwithstanding any other provision of this Agreement, Representative agrees that the completion by Representative (and by any sub-agents or representatives approved by Gentex pursuant to Section 1) and submission to Company of the Anti-Corruption Compliance Certification (Appendix C) is a condition precedent to receipt of any payments under this Agreement. Representative further agrees to notify Company immediately should any information identified in Clauses C, D and E of Appendix C change or any of the other representations contained in Appendix C no longer be complete or accurate.

10. Gratuities Not Authorized. In no event does the Company authorize Representative to expend monies for entertainment of, or otherwise offer as a gratuity or other payment to, any Government Official (as defined in Clause B.1 of Appendix C), and the Company's payments to Representative under this Agreement are not intended nor shall they be construed to represent payment for or reimbursement of any such expense incurred by Representative.

11. Breach Avoids Obligation to Pay Fees. In the event Representative fails to abide by any representation, obligation, or certification under this Agreement, or breaches any warranty, covenant, or other agreement it undertakes by entering into this Agreement, and notwithstanding any other provision of this agreement

(including without limitation, Section 9), the Company shall not be liable for any payments otherwise due to Representative. Further, any such failure or breach by Representative shall render this entire Agreement null and void as of the date of occurrence of such failure or breach, and the Company shall not be liable to Representative for any payment due after that date.

12. Export Controls & Sanctions Compliance. Representative acknowledges that some of the information Company may provide in the course of Representative's performance of this Agreement may be controlled technical data under the U.S. International Traffic in Arms Regulations 22 CFR Parts 120 – 130 or controlled technology under the U.S. Export Administration Regulations 15 CFR Parts 730-774).

a. Representative confirms that it is familiar with and will comply with all obligations under these regulations, including without limitation, the requirement not to disclose such controlled technical data or technology to a foreign person, even within the United States, without authorization. Representative shall comply with the terms and provisos of any such authorization, including, without limitation, any Technical Assistance Agreement or license.

b. Representative warrants that it is not a Specially Designated National (as defined in 31 C.F.R. § 500.306), Denied Party or person otherwise ineligible to participate in a transaction involving export of technology, technical data or goods subject to U.S. export control jurisdiction. Representative agrees that if its status in this regard changes at any time, it will immediately notify Gentex, in writing, and this Agreement shall be automatically terminated without entitlement to any payment.

c. Prior to promoting the sale of any Gentex defense articles, Representative shall register with the U.S. State Department as a Broker, and provide Gentex confirmation of such registration. Representative shall maintain an active registration throughout the term of this Agreement and shall comply with all requirements for brokering as set forth in 22 C.F.R. Part 129.

13. Indemnity. The Representative shall indemnify, defend, and hold the Company harmless against any and all claims, actual and consequential damages, demands, suits, actions, judgments, liabilities, losses, defaults, or costs and expenses, including court costs and fees of outside counsel, for which the Company may be required to answer arising out of or related to the Representative's failure to comply with any laws, regulations, or any obligations arising under or related to this Agreement

14. Document Retention and Audit Cooperation. Representative shall retain and make available books, records, documents and other supporting evidence ("records") relating to Representative's performance of work under this Agreement. Company shall have the right to inspect and copy all such records. Further, Representative agrees to cooperate fully with Company with respect to any government audit, review, or investigation relating to this Agreement.



15. Term and Survival. The term of this agreement shall be one (1) year. Termination of this agreement shall not affect the Representative's obligation pursuant to sections 6 through 14 of this Agreement. Gentex's obligation to pay commissions on sales to existing customers shall continue for a period of twelve (12) months after termination except as specified in specific Sections above or where termination is a result of Representative's breach on any provision of this Agreement.

16. Renewal. Gentex and Representative agree that any renewal of this Agreement beyond the initial one (1) year shall be contingent upon the Representative meeting certain milestones that indicate reasonable progress in the marketing and proliferation of Gentex Products. Gentex's review of such business development progress will be made throughout the term of this Agreement and will be conducted as part of the standard and periodic strategy sessions involving Gentex and Representative.

17. Independent Contractor. Representative shall act solely in the capacity of an independent contractor and the methods and techniques of performance shall rest in Representative's discretion, subject to the satisfaction of Gentex. Representative shall be responsible for the payment of all his expenses associated with his representation of Gentex, except for those expenses incurred pursuant to Section 5 of this Agreement and for those incidental expenses agreed to by Gentex. Representative shall be responsible for all local, state, and federal taxes related to Representative's engagement hereunder. No employee or agent of Representative is an employee or agent of Gentex, and Representative shall not have the right to so claim, or the right or power to bind Gentex or incur any obligations whatsoever for or on behalf of Gentex.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of laws. Any dispute arising between the parties hereto shall be subject to the exclusive jurisdiction of the Lackawanna County Court of Common Pleas or the United States District Court for the Middle District of Pennsylvania, Scranton Office. No alteration, amendment, or modification of any of the provisions of this agreement shall be valid unless in writing and signed by both parties. This agreement shall be binding upon the parties and their successors and assigns.

19. Waiver. No waiver of any term, condition or covenant of this Agreement shall be deemed to be a waiver of subsequent breaches of the same or other terms, covenants or conditions hereof.

20. Amendment. This Agreement may not be amended, altered or modified except by a written agreement between the parties hereto.

21. Assignability. Representative may not assign this Agreement to any third party for whatever purpose without the express written consent of Gentex. Gentex may assign this Agreement to any third party without the consent of Representative.

22. Invalidity. In the event part or any portion of this Agreement is determined in a legally binding manner to be invalid and unenforceable, the parties agree that this Agreement as so construed shall remain in force and effect between them and applied as if the offending part or portion did not comprise an element hereof.

23. Entire Agreement; Exhibits. This Agreement (including the exhibits hereto), and the other certificates executed and delivered by the Parties in connection therewith, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. All exhibits hereto are expressly incorporated into and made part of this Agreement.

24. Counterparts. This Agreement may be executed in two or more counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

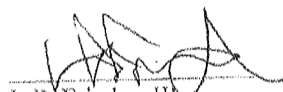
TRADEWAYS, LTD.

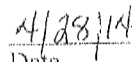
  
Signature

  
Date

  
Printed Name & Title

GENTEX CORPORATION

  
L.P. Frieder, III  
President

  
Date



**APPENDIX A  
PRODUCTS & TERRITORY**

<b>Product</b>	<b>Geographic Area/Territory</b>	<b>Customer/Program</b>
GENTEX TACAIR Advanced CBRN Respirator	Republic of Korea	Republic of Korea (ROK) CBRN Respirator Opportunity

**APPENDIX B  
COMMISSIONS**

The Commission is fixed at 10% of the applicable sales invoice.

Payment of the Commission shall be as set forth in paragraph 4 above. The applicable Commission amount shall be applied to the entire amount of the invoiced value of sales of Products made in the Territory. Commissions shall be limited to amounts paid to Gentex for the sale of Products, which shall not include fees or charges for shipping & handling, taxes, duties and freight, etc.


**APPENDIX C**

**ANTI-CORRUPTION COMPLIANCE CERTIFICATION**

\_\_\_\_\_, **President of Tradeways Ltd.** ("Representative") certifies the following:

- A. Representative has not and will not directly or indirectly pay, offer, give, or promise to pay or give or authorize the payment or gift of any portion of the compensation or other payments Representative has or will receive from its activities undertaken for Gentex, or provide anything of value, to any Government Official for the purpose of influencing any act or decision by such person in his official capacity, inducing him to use his influence to affect, either by action or inaction, any act or decision of such government or securing any improper advantage to obtain or retain business for Gentex or its affiliates.
- B. For purpose of this Anti-Corruption Compliance Certification, Representative acknowledges that the following definitions apply:
  1. The term Government Official includes officers or employees of any governmental organization of any country in which it acts or provides services, including, without limitation, any state or municipality therein, or any department, agency or instrumentality thereof (including government owned or controlled enterprises and expressly, without limitation, the agencies responsible for defense procurement and/or offsets), or any person acting on behalf of such government, its political parties and candidates for public office, or employees or others acting on behalf of public international organizations anywhere in the world.
  2. The term Representative means Tradeways Ltd. and its respective directors, officers, employees, agents or other representatives as well as any affiliates or subsidiaries ("Representative Entity").
- C. Representative has supplied Gentex with full and accurate information in writing regarding:
  1. Any family or other close personal or business relationship that Representative, a Representative Entity and their respective officers, directors and principal employees have with any Government Official.
  2. Any political contributions made by or on behalf of Representative, a Representative Entity and their respective officers, directors or principal employees in connection with the last and/or currently pending or contemplated election anywhere in the world.

3. Any prior positions with the military or any government agency or continued involvement in the military reserves or as a retired military officer or government official anywhere in the world, or any state, municipality or other sub-central government therein by Representative, a Representative Entity and their respective officers, directors or principal employees.
- D. Neither Representative nor any of the principal employees of a Representative Entity serve in any capacity with a government agency or ministry, a government-owned corporation, or a political party or candidacy or in any individual states, municipalities or other sub-central governments therein, except as disclosed to Gentex in writing.
- E. Representative has not hired or retained any sub-agents, consultants or other representatives to assist in the performance of this Agreement with Gentex except as disclosed to and approved in writing by Company. No such approval shall be effective until Representative has obtained from such person or entity and submitted to Company an Anti-Corruption Compliance Certification in the same format as this certification.
- F. Representative agrees that if, during the life of the engagement and up to and including one year after final payment, subsequent developments cause any of these representations or the prior information furnished to Gentex to no longer be accurate and complete, Representative shall immediately furnish Gentex with a supplementary report detailing such change in circumstances.

  
\_\_\_\_\_  
Joseph G. Gorski – President  
TRADEWAYS, LTD.

Date: 8/27/14

**REPRESENTATIVE'S CLIENTS**

REF: Gentex-Tradeways Agreement Clause 7

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Aquila Technologies	Immediate Response Technologies
AVIR Sensors	KD Analytical
Battelle Memorial Institute	Landauer Inc.
BioFire Diagnostics	MESH, Inc.
Blauer Manufacturing Co., Inc.	Mine Safety Appliances, Inc.
Bruhn NewTech	NetBio, Inc.
Camelbak Products, LLC	Northrop Grumman
Canberra Dover, Inc.	OI Analytical
Certek Industries	Ortec
Chemring Detection Systems	Pierce/Vital Probes, Inc.
Climatronics Corporation	Positive ID
Cristanini S.P.A	Procares B.V.
Dalden Corporation	Quicksilver Analytics
Dycor Technologies, Inc.	Ravimed Sp. Zoo
FLIR Systems	Thermo Fisher Scientific
Hardened Structures Hardened Shelters, LLC.	Truetech, Inc.
HDT Global	WL Gore & Associates, Inc.
ILC Dover, Inc.	



# EXHIBIT 2

## **FIRST AMENDMENT TO REPRESENTATIVE AGREEMENT**

**THIS FIRST AMENDMENT TO REPRESENTATIVE AGREEMENT** (the "First Amendment") is dated 12 day of June, 2014, and is between **GENTEX CORPORATION**, a Delaware corporation ("Gentex"), and **TRADEWAYS LTD.**, a Maryland corporation ("Tradeways").

### **RECITALS**

- A. Gentex and Tradeways are parties to a Representative Agreement dated April 9, 2014 (the "Representative Agreement").
- B. Section 20 of the Representative Agreement reads, in part, as follows: "This [Representative] Agreement may not be amended, altered or modified except by a written agreement between the parties hereto."
- C. Gentex and Tradeways desire to amend the Representative Agreement in order to expand the Territory in which Representative is permitted to sell authorized Products.

### **AGREEMENT**

Gentex and Tradeways, intending to be legally bound, amend the Representative Agreement as follows:

1. Appendix A, Products and Territory is hereby amended to read in its entirety as follows:

#### ***"APPENDIX A PRODUCTS & TERRITORY***

***Product: Gentex TACAIR Advanced CBRN Respirator***

***Territory:***

- *Republic of Korea (ROK), for the CBRN Respirator Opportunity*
- *Australia*
- *Belgium*
- *Chile*
- *Denmark*
- *Egypt*
- *Finland*
- *Israel*
- *Italy*
- *Japan*
- *Jordan*
- *Kuwait*
- *Norway*
- *Pakistan*

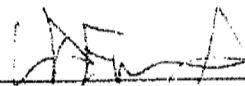
- *Poland*
- *Portugal*
- *Saudi Arabia*
- *Singapore*
- *Spain*
- *Switzerland*
- *Taiwan*
- *Turkey*
- *United Arab Emirates*

***Programs: CBRN Respirator Opportunity***

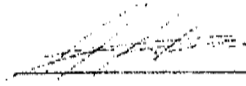
2. If the parties sign this First Amendment in several counterparts, each of which will be deemed an original, but all counterparts together will constitute one instrument.

The parties are signing this First Amendment on the date stated in the introductory clause.

**GENTEX CORPORATION**

By:   
Name: L.P. Frieder, III  
Title: President

**TRADEWAYS LTD.**

By:   
Name: *Thomas L. Smith*  
Title: *Chief Financial Officer*

# EXHIBIT 3

## **SECOND AMENDMENT TO REPRESENTATIVE AGREEMENT**

**THIS SECOND AMENDMENT TO REPRESENTATIVE AGREEMENT** (the "Second Amendment") is dated 22nd day of April, 2015, and is between **GENTEX CORPORATION**, a Delaware corporation ("Gentex"), and **TRADEWAYS LTD.**, a Maryland corporation ("Tradeways").

### **RECITALS**

- A. Gentex and Tradeways are parties to a Representative Agreement dated April 9, 2014, as amended (the "Representative Agreement").
- B. Section 20 of the Representative Agreement reads, in part, as follows: "This [Representative] Agreement may not be amended, altered or modified except by a written agreement between the parties hereto."
- C. Gentex and Tradeways desire to amend the Representative Agreement in order to expand the Territory in which Representative is permitted to sell authorized Products.

### **AGREEMENT**

Gentex and Tradeways, intending to be legally bound, amend the Representative Agreement as follows:

1. Section 15 is hereby amended to read in its entirety as follows:

***Term and Survival.** The term of this Agreement shall be three (3) years from the Effective Date of the Agreement. Termination of this Agreement shall not affect the Representative's obligation pursuant to Sections 6 through 14 of this Agreement. Gentex's obligation to pay commissions on sales to existing customers shall continue for a period of twelve (12) months following termination, except as specific in this Agreement or where termination is as a result of Representative's breach of any provision of this Agreement.*

2. Appendix A, Products and Territory is hereby amended to read in its entirety as follows:

### **"APPENDIX A PRODUCTS & TERRITORY**

**Product:** Gentex TACAIR Advanced CBRN Respirator

**Territory:**

- Republic of Korea (ROK), for the CBRN Respirator Opportunity
- Australia
- Belgium
- Chile
- Denmark



- *Egypt*
- *Finland*
- *Indonesia*
- *Israel*
- *Italy*
- *Japan*
- *Jordan*
- *Kuwait*
- *Norway*
- *Pakistan*
- *Poland*
- *Portugal*
- *Saudi Arabia*
- *Singapore*
- *Spain*
- *Switzerland*
- *Taiwan*
- *Turkey*
- *United Arab Emirates*
- *United Kingdom*

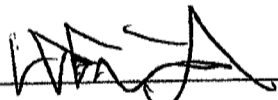
***Programs: CBRN Respirator Opportunity***

3. If the parties sign this Second Amendment in several counterparts, each of which will be deemed an original, but all counterparts together will constitute one instrument.

The parties are signing this Second Amendment on the date stated in the introductory clause.

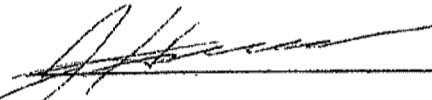
**GENTEX CORPORATION**

**TRADEWAYS LTD.**

By: 

Name: L.P. Frieder, III

Title: President

By: 

Name: Jason Hinsch

Title: Project Manager

# EXHIBIT 4

5

### THIRD AMENDMENT TO REPRESENTATIVE AGREEMENT

THIS THIRD AMENDMENT TO REPRESENTATIVE AGREEMENT (the "Third Amendment") is dated 10<sup>th</sup> day of April, 2017, and is between GENTEX CORPORATION, a Delaware corporation ("Gentex"), and TRADEWAYS LTD., a Maryland corporation ("Tradeways").

#### RECITALS

- A. Gentex and Tradeways are parties to a Representative Agreement dated April 9, 2014, as amended (the "Representative Agreement").
- B. Section 20 of the Representative Agreement reads, in part, as follows: "This [Representative] Agreement may not be amended, altered or modified except by a written agreement between the parties hereto."
- C. Gentex and Tradeways desire to amend the Representative Agreement in order to expand the Territory in which Representative is permitted to sell authorized Products.

#### AGREEMENT

Gentex and Tradeways, intending to be legally bound, amend the Representative Agreement as follows:

- 1. Section 15 is hereby amended to read in its entirety as follows:

*Term and Survival. The term of this Agreement shall be four (4) years from the Effective Date of the Agreement. Termination of this Agreement shall not affect the Representative's obligation pursuant to Sections 6 through 14 of this Agreement. Gentex's obligation to pay commissions on sales to existing customers shall continue for a period of twelve (12) months following termination, except as specific in this Agreement or where termination is as a result of Representative's breach of any provision of this Agreement.*

- 2. If the parties sign this Third Amendment in several counterparts, each of which will be deemed an original, but all counterparts together will constitute one instrument.

*[Signatures on Following Page]*

The parties are signing this Third Amendment on the date stated in the introductory clause.

GENTEX CORPORATION

TRADEWAYS LTD.

By: Robert McCay 7 APR 2017

Name: Robert McCay

Title: VP, Aircrew Systems

By: Joseph G. Gorski

Name: Joseph G. Gorski

Title: President

# EXHIBIT 5



**TECHNICAL ASSISTANCE AGREEMENT**

between

Gentex Corporation

and

Korea Aerospace Industries Ltd.

and

YoungJin Hitek Inc.

and

Tradeways, Ltd.

This agreement is entered into between Gentex Corporation, an entity incorporated in the State of Delaware with offices at 324 Main St., Simpson PA 18407; Korea Aerospace Industries Ltd. (KAI), 78, Gongdan 1-Ro, Sanam-myun Sacheon-city, Gyeongnam 664-710 KS; YoungJin Hitek Inc. ("YoungJin"), TraPalace #632, Sunae-dong 10-1, Bundang-gu, Seongnam-si, Gyeonggi-do, 463-825, Korea; and Tradeways, Ltd. ("Tradeways"), 184 Duke of Gloucester Street, Annapolis, MD 21401 and is effective upon the date of signature of the last party to sign the agreement.

WHEREAS, Korea Aerospace Industries is developing the KF-X fixed wing aircraft for end use by the Republic of Korea Air Force and the Indonesian Air Force. KAI is interested in acquiring a head-to-toe Air Crew Ensemble Set for use by pilots flying the KF-X aircraft that provides Chemical, Biological, Radiological and Nuclear (CBRN) warfare protection, and

WHEREAS, Gentex manufactures the TACAIR Advanced CBRN Aircrew Mask that provides CBRN protection and is interested in offering the TACAIR Advanced CBRN Aircrew Mask to KAI as the respirator solution for use with the KF-X aircraft, and

WHEREAS, Tradeways is a U.S. distributor of CBRN protective equipment and will support the parties by providing contacts, arranging meetings, and overall aiding the team in communication with the Korean parties, and

WHEREAS, YoungJin is a representative of Tradeways, Ltd. in South Korea, and will act as a cultural liaison with KAI and in that capacity will facilitate discussions between Gentex, Tradeways and KAI regarding the proposal, function of the hardware, coordination of training, and other technical discussions.

NOW THEREFORE, the parties desire to enter into this Agreement as follows:

1. This Technical Assistance Agreement is intended to allow for technical discussions between Gentex, KAI, YoungJin, and Tradeways. The scope of this agreement covers technical interchanges as needed in order for KAI to make a decision regarding the possible acquisition of the Gentex TACAIR and associated below-the-neck items as the air crew ensemble CBRN respirator solution for use by KF-X pilots.

TA

These pilots already wear the Gentex HGU-55/P helmet and MBU-20/P Oxygen Mask. Information that the parties will provide to KAI and YoungJin includes technical information as needed to support the proposal, specifically mask and below-the-neck garment performance specifications and certain design details. Should KAI select the TACAIR CBRN Aircrew Mask and associated below-the-neck protection items as its respirator/CBRN solution, this agreement also authorizes the export of hardware to KAI and allows Gentex to provide KAI with the training necessary to use, operate and perform basic maintenance of the TACAIR CBRN Aircrew Mask and below-the-neck system. Should any changes to the TACAIR CBRN Aircrew Mask or below-the-neck design be required to facilitate integration with the KF-X aircraft, this agreement also allows Gentex to share limited technical data and provide engineering support as required to make changes to the existing design.

2. It is understood that this Technical Assistance Agreement is entered into as required under U.S. Government Regulations and, as such, it is an independent agreement between the parties, the terms of which will prevail, notwithstanding any conflict or inconsistency that may be contained in other arrangements between the parties on the subject matter.
3. The parties agree to comply with all applicable sections of the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State and that more particularly in accordance with such regulations the following conditions apply to this agreement:

**I. ITAR § 124.7:**

- (1) Hardware intended for export under this agreement includes up to fifty TACAIR CBRN Aircrew Mask systems and CBRN protective below-the-neck items. Two samples of each of the TACAIR CBRN Aircrew Mask and the below-the-neck system are also intended for export to allow KAI to evaluate system design and features prior to procurement. Equipment for testing the mask is also intended for export. Specific hardware intended for export is described in Addendum I.
- (2) The scope of this agreement covers technical interchanges and the provision of defense services as needed in order to allow KAI to make a decision regarding the acquisition of the Gentex TACAIR CBRN Aircrew Mask respirator solution and below the neck CBRN protection items for use by KF-X fixed wing aircraft pilots. Technical documents that may be exported include top level engineering drawings containing only that information which is required by the end user for acquisition and integration purposes; performance specifications; test reports; related design, manufacturing and quality documentation; user and operations manuals; and materials required to "train the trainer" on operation and routine maintenance of the TACAIR CBRN Aircrew Mask and the below-the-neck system. Gentex will provide design and performance details to KAI only as required for KAI to understand the operation, maintenance, functionality and integration of the TACAIR CBRN Aircrew Mask and below-the-neck system in the context of defined performance requirements. Defense services provided will be limited to specification focused testing of the system, operation and maintenance training, and integration of the

TA

systems with aircraft if and as required. The end user of this effort is the Korean Air Force and Indonesian Air Force.

(3) This agreement expires on April 30, 2027.

(4) Territory:

a. The transfer of technical data and defense services is authorized between the United States and the Republic of Korea for end use by Korea Aerospace Industries.

b. Sublicensing rights are not authorized under this agreement.

c. Dual/Third Country National Employees are not authorized.

d. Gentex currently employs foreign persons of Canada who will be involved in this program.

e. Contract employees to any party to the agreement hired through a staffing agency or other contract employee provider shall be treated as employees of the party and that party is legally responsible for the employees' actions with regard to transfer of ITAR controlled defense articles to include technical data, and defense services. Transfers to the parent company by any contract employees are not authorized. The party is further responsible for certifying that each employee is individually aware of their responsibility with regard to the proper handling of ITAR controlled defense articles, technical data, and defense services.

## II. ITAR § 124.8:

(1) This agreement shall not enter into force, and shall not be amended or extended without the prior written approval of the Department of State of the U.S. Government.

(2) This agreement is subject to all United States laws and regulations relating to exports and to all administrative acts of the U.S. Government pursuant to such laws and regulations.

(3) The parties to this agreement agree that the obligations contained in this agreement shall not affect the performance of any obligations created by prior contracts or subcontracts which the parties may have individually or collectively with the U.S. Government.

(4) No liability will be incurred by or attributed to the U.S. Government in connection with any possible infringement or privately owned patent or proprietary rights, either domestic or foreign, by reason of the U.S. Government's approval of this agreement.

(5) The technical data or defense service exported from the United States in furtherance of this agreement and any defense article which may be produced or manufactured from such technical data or defense service may not be transferred to a foreign person except pursuant to §126.18, as specifically authorized in this

TA

agreement, or where prior written approval of the Department of State has been obtained.

- (6) All provisions in this agreement which refer to the United States Government and the Department of State will remain binding on the parties after the termination of the agreement.

TA

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed effective as of the day and year of the last signature of this agreement.

**GENTEX CORPORATION**

By: Robert McCay

Title: Vice President, Aircrew Systems

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**YOUNGJIN HITEK INC.**

By:

Title:

Date: \_\_\_\_\_


\_\_\_\_\_  
Signature

**TRADEWAYS LTD.**

By: FRANCIS GORSKI

Title: DIRECTOR OF CONTRACTS & SALES

Date: 06 JANUARY 2016

  
Signature

**KOREA AEROSPACE INDUSTRIES LTD.**

By: Mark Ahn

Title: Senior Manager, Procurement

Date: January 4, 2017

  
Signature

TA

## ADDENDUM I

Defense articles to be exported in furtherance of this Agreement via separate export license (DSP-5 and DSP-61):

<u>Quantity</u>	<u>Commodity</u>	<u>USML Cat.</u>
50	TACAIR CBRN Aircrew Mask	XIV(f)
?	Below-the-neck (BTN) CBRN system*	XIV(f)
?	JSMLT Hood leakage tester	XIV(f)

\* Below-the-neck CBRN system includes:

- a. CBRN protective over garment
- b. Over boots
- c. Gloves
- d. Socks
- e. Undergarments



# EXHIBIT 6

DTC Case No. TA 0107-14-1

**Amendment No. 1 to TA 0107-14 (050511826)**

This amendment is entered into between Gentex Corporation, an entity incorporated in the State of Delaware with offices at 324 Main St., Simpson PA 18407; Defense Acquisition Program Administration ("DAPA"), Korea, 54-99, Duteopbawi-Ro, Yongsan-gu, Seoul, 140-833, Korea; the Republic of Korea Air Force ("ROKAF"), Bunamri-Shindoan-Myun, Gyerong-si, Chungnam, 140-833; YoungJin Hitek Inc. ("YoungJin"), TraPalace #632, Sunae-dong 10-1, Bundang-gu, Seongnam-si, Gyeonggi-do, 463-825, Korea; and Tradeways, Ltd. ("Tradeways"), 184 Duke of Gloucester Street, Annapolis, MD 21401 and is effective upon the date of signature of the last party to sign the agreement.

WHEREAS, Gentex Corporation obtained authorization for this Technical Assistance Agreement on May 21, 2014 to Support Acquisition and Maintenance of the Advanced CBRN Aircrew Mask and associated below-the-neck CBRN protection garments for use by the Korean Air Force.

WHEREAS, the Republic of Korea Air Force (ROKAF), an agency of the Ministry of National Defense of Korea, is interested in acquiring a head-to-toe Air Crew Ensemble Set for its fixed wing pilots that provides Chemical, Biological, Radiological and Nuclear (CBRN) warfare protection, and

WHEREAS, the Defense Acquisition Program Administration (DAPA), also an agency of the Ministry of National Defense, Korea, is interested in acquiring a head-to-toe Air Crew Ensemble Set that provides CBRN warfare protection for its fixed wing Air Force pilots, and

WHEREAS, Gentex manufactures the TACAIR Advanced CBRN Aircrew Mask that provides CBRN protection and is interested in offering the TACAIR Advanced CBRN Aircrew Mask to the Korean Air Force as the respirator solution for the Air Crew Ensemble Set as well as the below-the-neck CBRN protection garments, and

WHEREAS, Tradeways is a U.S. distributor of CBRN protective equipment and will support the parties by providing contacts, arranging meetings, and overall aiding the team in communication with the Korean parties, and

WHEREAS, YoungJin is a representative of Tradeways, Ltd. in South Korea, and will act as a cultural liaison with the Korean parties and in that capacity will facilitate discussions between Gentex, Tradeways, DAPA, and the ROKAF regarding the proposal, function of the hardware, coordination of training, and other technical discussions, and

WHEREAS, the parties now desire to modify the subject agreement to support the acquisition and maintenance of the TACAIR Advanced CBRN Aircrew Mask, rather than the Advanced CBRN Aircrew Mask as originally intended, and associated below-the-neck CBRN protection garments for use by the Korean Air Force.

NOW THEREFORE, the parties agree as follows:

DTC Case No. TA 0107-14-1

Revise Article 1 as follows:

1. This Technical Assistance Agreement is intended to allow for technical discussions between Gentex, DAPA, the ROKAF, YoungJin and Tradeways. The scope of this agreement covers technical interchanges as needed in order for DAPA to make a decision regarding the possible acquisition of the Gentex **TACAIR** and associated below-the-neck items as the air crew ensemble CBRN respirator solution for use by Korean Air Force pilots flying fixed wing aircraft. These pilots generally fly F-15's and F-16's and already wear the Gentex HGU-55/P helmet and MBU-20/P Oxygen Mask. Information that the parties will provide to DAPA and the ROKAF includes technical information as needed to support the contract proposal, specifically mask and below-the neck garment performance specifications and certain design details. Should DAPA select the **TACAIR** CBRN Aircrew Mask and associated below-the-neck protection items as its respirator/CBRN solution, this agreement also authorizes the export of hardware procured by the ROKAF and allows Gentex to provide the ROKAF with the training necessary to use, operate and perform basic maintenance of the **TACAIR** CBRN Aircrew Mask and below-the-neck system. Should any changes to the **TACAIR** CBRN Aircrew Mask or below-the-neck design be required to facilitate integration with Korean aircraft, this agreement also allows Gentex to share limited technical data and provide engineering support as required to make changes to the existing design.

Revise Article 124.7 (1)(1) as follows:

- (1) Hardware intended for export under this agreement includes up to eighteen hundred **TACAIR** CBRN Aircrew Mask systems and CBRN protective below-the-neck items. Two samples of each of the **TACAIR** CBRN Aircrew Mask and the below-the-neck system are also intended for export to allow the Korean government to evaluate system design and features prior to procurement. Equipment for testing the mask is also intended for export. Specific hardware intended for export is described in Addendum I.

Revise Article 124.7 (1)(2) as follows:

- (2) The scope of this agreement covers technical interchanges and the provision of defense services as needed in order to allow DAPA and the ROKAF to make a decision regarding the acquisition of the Gentex **TACAIR** CBRN Aircrew Mask respirator solution and below the neck CBRN protection items for use by fixed wing aircraft pilots. Technical documents that may be exported include top level engineering drawings containing only that information which is required by the end user for acquisition and integration purposes; performance specifications; test reports; related design, manufacturing and quality documentation; user and operations manuals; and materials required to "train the trainer" on operation and routine maintenance of the **TACAIR** CBRN Aircrew Mask and the below-the-neck system. Gentex will provide design and performance details to DAPA and the ROKAF only as required for DAPA and the ROKAF to understand the operation, maintenance, functionality and integration of the **TACAIR** CBRN Aircrew Mask and below-the-neck system in the context of Korean defined performance requirements. Defense services provided will be limited to possible Korean specification focused testing of the system,

DTC Case No. TA 0107-14-1

operation and maintenance training, and integration of the systems with aircraft if and as required. The end user of this effort is the Korean Air Force.

Revise Addendum 1 to authorize the export of TACAIR Advanced CBRN Aircrew Masks rather than Advanced CBRN Aircrew Masks. There is no other change to Addendum 1.

NOW THEREFORE, the parties desire to enter into this Agreement as follows:

1. This Technical Assistance Agreement is intended to allow for technical discussions between Gentex, DAPA, the ROKAF, YoungJin and Tradeways. The scope of this agreement covers technical interchanges as needed in order for DAPA to make a decision regarding the possible acquisition of the Gentex TACAIR and associated below-the-neck items as the air crew ensemble CBRN respirator solution for use by Korean Air Force pilots flying fixed wing aircraft. These pilots generally fly F-15's and F-16's and already wear the Gentex HGU-55/P helmet and MBU-20/P Oxygen Mask. Information that the parties will provide to DAPA and the ROKAF includes technical information as needed to support the contract proposal, specifically mask and below-the neck garment performance specifications and certain design details. Should DAPA select the TACAIR CBRN Aircrew Mask and associated below-the-neck protection items as its respirator/CBRN solution, this agreement also authorizes the export of hardware procured by the ROKAF and allows Gentex to provide the ROKAF with the training necessary to use, operate and perform basic maintenance of the TACAIR CBRN Aircrew Mask and below-the-neck system. Should any changes to the TACAIR CBRN Aircrew Mask or below-the-neck design be required to facilitate integration with Korean aircraft, this agreement also allows Gentex to share limited technical data and provide engineering support as required to make changes to the existing design.
2. It is understood that this Technical Assistance Agreement is entered into as required under U.S. Government Regulations and, as such, it is an independent agreement between the parties, the terms of which will prevail, notwithstanding any conflict or inconsistency that may be contained in other arrangements between the parties on the subject matter.
3. The parties agree to comply with all applicable sections of the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State and that more particularly in accordance with such regulations the following conditions apply to this agreement:

**I. ITAR § 124.7:**

- (1) Hardware intended for export under this agreement includes up to eighteen hundred TACAIR CBRN Aircrew Mask systems and CBRN protective below-the-neck items. Two samples of each of the TACAIR CBRN Aircrew Mask and the below-the-neck system are also intended for export to allow the Korean government to evaluate system design and features prior to procurement. Equipment for testing the mask is also intended for export. Specific hardware intended for export is described in Addendum I.



DTC Case No. TA 0107-14-1

(2) The scope of this agreement covers technical interchanges and the provision of defense services as needed in order to allow DAPA and the ROKAF to make a decision regarding the acquisition of the Gentex TACAIR CBRN Aircrew Mask respirator solution and below the neck CBRN protection items for use by fixed wing aircraft pilots. Technical documents that may be exported include top level engineering drawings containing only that information which is required by the end user for acquisition and integration purposes; performance specifications; test reports; related design, manufacturing and quality documentation; user and operations manuals; and materials required to "train the trainer" on operation and routine maintenance of the TACAIR CBRN Aircrew Mask and the below-the-neck system. Gentex will provide design and performance details to DAPA and the ROKAF only as required for DAPA and the ROKAF to understand the operation, maintenance, functionality and integration of the TACAIR CBRN Aircrew Mask and below-the-neck system in the context of Korean defined performance requirements. Defense services provided will be limited to possible Korean specification focused testing of the system, operation and maintenance training, and integration of the systems with aircraft if and as required. The end user of this effort is the Korean Air Force.

(3) This agreement expires on April 30, 2024.

(4) Territory:

a. The transfer of technical data and defense services is authorized between the United States and the Republic of Korea for end use by the Korean Air Force.

b. Sublicensing rights are not authorized under this agreement.

c. Dual/Third Country National Employees are not authorized.

d. Gentex currently employs foreign persons of Canada who will be involved in this program.

e. Contract employees to any party to the agreement hired through a staffing agency or other contract employee provider shall be treated as employees of the party and that party is legally responsible for the employees' actions with regard to transfer of ITAR controlled defense articles to include technical data, and defense services. Transfers to the parent company by any contract employees are not authorized. The party is further responsible for certifying that each employee is individually aware of their responsibility with regard to the proper handling of ITAR controlled defense articles, technical data, and defense services.

## **II. ITAR § 124.8:**

(1) This agreement shall not enter into force, and shall not be amended or extended without the prior written approval of the Department of State of the U.S. Government.

DTC Case No. TA 0107-14-1

- (2) This agreement is subject to all United States laws and regulations relating to exports and to all administrative acts of the U.S. Government pursuant to such laws and regulations.
- (3) The parties to this agreement agree that the obligations contained in this agreement shall not affect the performance of any obligations created by prior contracts or subcontracts which the parties may have individually or collectively with the U.S. Government.
- (4) No liability will be incurred by or attributed to the U.S. Government in connection with any possible infringement or privately owned patent or proprietary rights, either domestic or foreign, by reason of the U.S. Government's approval of this agreement.
- (5) The technical data or defense service exported from the United States in furtherance of this agreement and any defense article which may be produced or manufactured from such technical data or defense service may not be transferred to a foreign person except pursuant to §§ 124.16 or 126.18, as specifically authorized in this agreement, or where prior written approval of the Department of State has been obtained.
- (6) All provisions in this agreement which refer to the United States Government and the Department of State will remain binding on the parties after the termination of the agreement.



DTC Case No. TA 0107-14-1

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed effective as of the day and year of the last signature of this agreement.

**GENTEX CORPORATION**

By: Robert McCay

Title: Vice President, Aircrew Systems

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**YOUNGJIN HITEK INC.**

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**DEFENSE ACQUISITION PROGRAM  
ADMINISTRATION, REPUBLIC OF  
KOREA**

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**REPUBLIC OF KOREA AIR FORCE**

By:

Title:

Date: \_\_\_\_\_

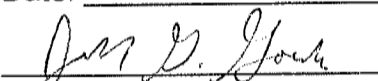
\_\_\_\_\_  
Signature

**TRADEWAYS LTD.**

By: Joseph G. Gorski

Title: President

Date: June 7, 2018

  
Signature

DTC Case No. TA 0107-14-1

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed effective as of the day and year of the last signature of this agreement.

**GENTEX CORPORATION**

By: Robert McCay

Title: Vice President, Aircrew Systems

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**YOUNGJIN HITEK INC.**

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**DEFENSE ACQUISITION PROGRAM  
ADMINISTRATION, REPUBLIC OF  
KOREA**

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**REPUBLIC OF KOREA AIR FORCE**

By:

Title:

Date: \_\_\_\_\_

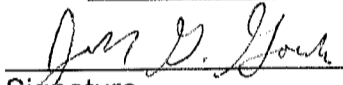
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Signature

**TRADEWAYS LTD.**

By: Joseph G. Gorski

Title: President

Date: June 7, 2018

  
Signature

DTC Case No. TA 0107-14-1

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed effective as of the day and year of the last signature of this agreement.

GENTEX CORPORATION

YOUNGJIN HITEK INC.

By: Robert McCay

By:

Title: Vice President, Aircrew Systems

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

DEFENSE ACQUISITION PROGRAM  
ADMINISTRATION, REPUBLIC OF  
KOREA

REPUBLIC OF KOREA AIR FORCE

By: *OH. Jee Yeon*

By:

Title: *G-4*

Title:

Date: *2017. 6. 4*

Date: \_\_\_\_\_

*OH. Jee Yeon*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

TRADEWAYS LTD.

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

DTC Case No. TA 0107-14-1

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed effective as of the day and year of the last signature of this agreement.

**GENTEX CORPORATION**

By: Robert McCay

Title: Vice President, Aircrew Systems

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**YOUNGJIN HITEK INC.**

By: *Myung Soo Kim*

Title: *Vice President*

Date: *26 June, 2018*

*Myung Soo Kim*  
\_\_\_\_\_  
Signature

**DEFENSE ACQUISITION PROGRAM  
ADMINISTRATION, REPUBLIC OF  
KOREA**

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**REPUBLIC OF KOREA AIR FORCE**

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**TRADEWAYS LTD.**

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

DTC Case No. TA 0107-14-1

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed effective as of the day and year of the last signature of this agreement.

**GENTEX CORPORATION**

**YOUNGJIN HITEK INC.**

By: Robert McCay

By:

Title: Vice President, Aircrew Systems

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**DEFENSE ACQUISITION PROGRAM  
ADMINISTRATION, REPUBLIC OF  
KOREA**

**REPUBLIC OF KOREA AIR FORCE**

By:

By: Yoon, Young wook

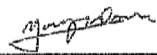
Title:

Title: Major

Date: \_\_\_\_\_

Date: 2018. 6. 26.

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

**TRADEWAYS LTD.**

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

DTC Case No. TA 0107-14-2

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed effective as of the day and year of the last signature of this agreement.

**GENTEX CORPORATION**

By: Robert McCay

Title: Vice President, Aircrew Systems

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**YOUNGJIN HITEK INC.**

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**DEFENSE ACQUISITION PROGRAM  
ADMINISTRATION, REPUBLIC OF  
KOREA**

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**REPUBLIC OF KOREA AIR FORCE**

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**TRADEWAYS LTD.**

*Joseph B. Gorski*  
By: *Joseph B. Gorski*

Title: *President*

Date: *January 9, 2019*

*Joseph B. Gorski*  
\_\_\_\_\_  
Signature

**SURVITEC GROUP LTD.**

By:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature



DTC Case No. TA 0107-14-1

## ADDENDUM I

Defense articles to be exported in furtherance of this Agreement via separate export license (DSP-5 and DSP-61):

<u>Quantity</u>	<u>Commodity</u>	<u>USML Cat.</u>
1802	TACAIR CBRN Aircrew Mask	XIV(f)
1802	Below-the-neck (BTN) CBRN system*	XIV(f)
10	JSMLT Hood leakage tester	XIV(f)

\* Below-the-neck CBRN system includes:

- a. CBRN protective over garment
- b. Over boots
- c. Gloves
- d. Socks
- e. Undergarments

# EXHIBIT 7

**Gina Smith**

---

**From:** Joe Gorski [jgorski@tradewaysusa.com]  
**Sent:** Thursday, February 21, 2019 3:19 PM  
**To:** 'Gina Smith'  
**Subject:** FW: Agreement Amendment  
**Attachments:** Gentex Amendment 07-18-18.pdf

Gina  
Print including attachment  
Joe

**From:** Joe Gorski [mailto:jgorski@tradewaysusa.com]  
**Sent:** Wednesday, August 22, 2018 3:14 PM  
**To:** 'Mike Stump'  
**Subject:** Agreement Amendment

Dear Mike,  
I have sent several messages about this with no reply. I know this is handled by a different department. Would you please ask the appropriate person to send me an amendment extending our Agreement?  
Thanks  
Joe

**From:** Joe Gorski [mailto:jgorski@tradewaysusa.com]  
**Sent:** Tuesday, August 14, 2018 1:31 PM  
**To:** 'Mike Stump'  
**Subject:** FW: Agreement Amendment

Mike,  
  
Please sign and email back.  
Thanks  
Joe

**From:** Joe Gorski [mailto:jgorski@tradewaysusa.com]  
**Sent:** Tuesday, August 7, 2018 8:48 AM  
**To:** 'Mike Stump'  
**Subject:** FW: Agreement Amendment

**From:** Joe Gorski [mailto:jgorski@tradewaysusa.com]  
**Sent:** Wednesday, August 1, 2018 11:04 AM  
**To:** 'Mike Stump'  
**Subject:** FW: Agreement Amendment

**From:** Joe Gorski [<mailto:jgorski@tradewaysusa.com>]  
**Sent:** Wednesday, July 18, 2018 9:50 AM  
**To:** 'Mike Stump'  
**Subject:** Agreement Amendment

Dear Mike,

It was good to see you last week in Korea.

Attached is an Amendment to our Agreement. Please sign and email back.

Thanks

Joe

AMENDMENT

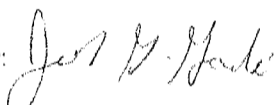
The Agreement dated 9th day of April 2014 between Gentex Corporation and Tradeways, Ltd. is hereby amended as follows:

The term of this Agreement is extended until 30th day of June 2020.

AGREED:

Tradeways, Ltd.

Gentex Corporation

By: 

By:

Name: Joseph G. Gorski

Name:

Title: President

Title:

Date: July 18, 2018

Date:

# EXHIBIT 8



File  
1/4962

**Joseph Gorski**

---

**From:** JASON HINSCH [j\_hinsch@me.com]  
**Sent:** Monday, October 07, 2013 9:10 AM  
**To:** Bob Lingo  
**Cc:** Joe Gorski; Robert McCray  
**Subject:** Conf Call

Hi Bob,

I had a call from Colonel Kim this morning and he is unable to make the 930 call. He would be available around 11 if this works for you. Otherwise we can reschedule for tomorrow around nine or 930.

Kim registered for the bid today and has everything he needs to submit the bid tomorrow.

Also he had dinner with Dr. Deasik Hong of a the ADD this evening. Dr. Hong will sit on the evaluation committee. He gave Dr. Hong the white paper. I have known Dr. Hong for many years. He told Kim to have me call him to say hello which I just did just did. He was very positive about our participation and indicated we have a strong team. Kim also was optimistic following his dinner meeting with Hong.

Please let me know about the reschedule of a call when you can.

Thanks,

Jason Hinsch  
TRADEWAYS, LTD.

Typos by Siri=

# EXHIBIT 9

21

file 4962

**Joseph Gorski**

**From:** JASON HINSCH [j\_hinsch@me.com]  
**Sent:** Sunday, July 20, 2014 4:00 PM  
**To:** Joe Gorski  
**Subject:** TacAir Korea Demo Notes

**ATTENDING:**

Bob Lingo, Jeff Nelson, John LaPoint; Gentex Mr. Kim, Mr. So (Kim's Boss; HiTek President); Young-Jin HiTek Jason Hinsch; Tradeways

We were there with Camlock, but never sat with them in the same room. We just saw them in the parking lot; 3 people; 2 Brits one Korean.

Because of #1 below the first part of the program (tender announcement-Q&A) was canceled, we went straight to the product presentation. Camlock went first while we waited in a separate room, then we went. The DAPA/AF committee was present as were numerous AF personnel (about 20-10). Bob gave his presentation. He was rushed along by the DAPA Committee Chair. Few questions the only one of import centered on DT/OT issue. Some people took the time to inspect the hardware on the way out. We then moved on to the Demo/Trial in the aircraft. Comments on key points follow:

## 1) Tender Delayed:

A. Air Crew Ensemble Set (AF pilot NBC program) has been requested, started and designated as "Table and Organization Equipment Enhancement Program" (acquisition program classification). This program means that the same AF pilot masks (current, old mask) should be purchased upon the concept of this procedure. It is a resupply classification.

B. Last week, National Assembly (Defense Committee) was reviewing defense budget of this year, and they pointed out this procedure is wrong for this procurement. They believe this program should go as "Upgrade Program", not "TOE Enhancement Program". Upgrade program means that a new (advanced) system should be delivered.

C. The National Assembly informed JCS/DAPA of this issue last Thursday, on July 10. DAPA IPT also informed Young-Jin of this last Friday. Young-Jin informed us during our review meeting on Monday.

D. A final determination will be made in the next few weeks on the correct classification.

i. If it is reclassified as an Upgrade Program the project will be delayed until 2015 and be re-budgeted.

ii. If DAPA can manage to keep it as a TOE program/changed to a TOE related (similar) procedure, the procurement will be delayed several months, and will go forward in 2014 under the current budget.

E. There is a lot of pressure from the AirForce to get the system fielded. This will go up to the 2 Star Level. DAPA (AF and JCS) needs to find a way to implement under a kind of modified TOE and make National Assembly understand this change. This will play out over the next 3~4 weeks.

2) DT/OT (Development/Operational Testing) is perhaps our biggest challenge. While the TacAir has been fully tested and there are reams of data, the Final Development Testing has not been signed off by the US DoD and the Operational Test has not been run by the US DoD.

This is because the JSAM-FW program is on hold at the moment, pending fielding of the JSAM-JSF and these final formalities will not be conducted until they are ready to go to contract on the JSAM-FW..

A. For the Development Test the DoD has the option to:

- i. Accept the testing that has already been done.
- ii. Re-Do some of the testing that has already been done.
- iii. Re-Do all of the testing that has already been done.

Much of the completed testing was done by US DoD facilities, so it is thought iii. is unlikely and it is possible they will go for i.

Gentex thinks they can alleviate any concerns on the DT issue with the extensive test reports they have; basically all the DT has been completed and they have the reports showing this.

B. The Operational Test is more problematic. Gentex has a "Safe to Fly" Certificate on an earlier model of the JSAM. Basically some improvements were made after they got the "Save to Fly" Cert. They are hopeful this will help; but in the end of the day the OT has not been done on JSAM-FW yet. Gentex says this is a customer specific test, and most customers will run their own OT. Therefore, Korea could do this test themselves and they can assist. I fear they will not want to do this, clearly they prefer to rely on the USAF testing and would do so if this test had already been done by the USAF.

### 3) Product Demo/Trials

A) F-15: This trial went well. There was only one minor issue (below). The Pilot told me the suit was comfortable.

- i. The pouch containing their assent cord is located underneath the vest in an uncomfortable position. Either this pouch must be moved or the vests must be modified to accommodate

B) F-16: This trial hit a snag with the JHMCS System.

- i. It was not possible to lower the JHMCS visor. It was explained the visor should be trimmed to allow proper fit. The customer is leery to trim the visor. They fear they may lose some information due to cutting the JHMCS lens and that sun light may enter through the gap. They asked about JHMCS test certificate. Additional data must be supplied indicating U.S. Air Force and the JHMCS manufacturer approve of and implement the solution; which they do, there are even trim templates. Gentex says this is a nonissue as the trimmed area it is outside the pilot's field of view behind the cheek bones. They have the data needed to prove this to the customer.

- ii. A clip must be mounted on the vest to accommodate the JHMCS power cable.

- iii. There was some discussion between the Pilot and the Commander regarding the mask's field of view. Mr. So indicated this was resolved however we need to include field of view data in our proposal. Gentex said they have test reports showing the field of view performance of the system.

### 4) Some errors in the way the Korean pilots are using Gentex equipment was noted.

A) F-15 & F-16: The quick disconnect for the bladder is permanently affixed to the helmet with the tube simply being connected to the quick disconnect. It is unclear whether their con ops is to then place a zip tie on the tube so it is tight to the fitting or if they simply leave

it connected without a fastening device. If the latter there is a danger that you could fall off of the fitting causing a loss of pressure to the bladder.

B) F-15 & F-16: The padding in the back of the helmet is being rolled up underneath the helmet due to improper donning procedure. This is likely causing a "hot spot" and uncomfortable for the pilot. They need to be trained on proper donning of the helmet.

C) F-15: The night vision goggle mounting plate is positioned too low on the helmet.

5) New Helmet. They are getting new Gentex Helmets. They want to know what affect this may have on the system. Gentex will investigate, but there should be no detrimental effect as TACAIR is designed to work with the latest models.

6) Suit Questions pose during Demo:

A) F-15: How much does it weigh? Is it available in different weights. Summer vs Winter?

B) F-16: Is it waterproof suitable for immersion or do you also have to wear an Imerson Suit?

C) F-15: Is it necessary to wear anything underneath other than underwear.

Overall the presentation/demo went well. The program delay is disappointing, but there is nothing we can do about this; it is an internal bureaucratic matter. We do have some hurdles to jump (particularly the OT issue), but so does the competition with Combat Edge. It was good to hear they had the same problem with the JHMCS visor. They also took longer to complete both the F-15 and F-16 trial, which may indicate they were having some difficulties with the integration.

Jason Hinsch  
TRADEWAYS, LTD.

Typos by Siri

# EXHIBIT 10

**Joe Gorski**

**From:** Hyungsoo Kim [yjhitek3@unitel.co.kr]  
**Sent:** Tuesday, April 3, 2018 10:42 PM  
**To:** Mike Stump  
**Cc:** Joseph Gorski (jgorski@tradewaysusa.com); yjhitek; yjhitek.jin@gmail.com  
**Subject:** Re: Re: RoK Opportunities  
**Attachments:** DAPA Offset - Jan\_16\_2017.pdf

*4/4/18  
 Mike Stump  
 Sent to Bob  
 PBC, may already have*

Dear Mike,

1. I consulted with DAPA Offset team about AF Pilot NBC program.

DAPA knew that this program is open competition, because there are competitors more than 2. In accordance with DAPA Offset Guidelines (find attached), in case of open competition and budget more than 10M US\$, offset percentage is 50%, on the other hand, in case of sole source, offset percentage is 10%.

Therefore, Offset team will ask DAPA NBC IPT to include 50% offset into the RFP, which will be issued in June.

Quantity is about 1000ea for NBC masks and clothes.

After DAPA NBC IPT and Offset team meeting, we were advised as follows :

1. Proposal for the 1st RFP.

- Prepare for the proposal upon the RFP.
- For the contents of Gentex's proposal, submit and describe important & difficult technical issues and test performances such as " how to perform safe to fly test for F-15 and F-16 to get the certificate of STF test from USAF emergency seat ejection test, and etc.
- Submit the DT results during the development upon the ROC (USAF).
- Field deployment status of JSAM FW and JSF inside and outside USA.
- In terms of technical and reliability issues, hope to drop out Camlock while DAPA and customers are reviewing the proposals of two companies whether can meet the requirements or not.
- If we confirm that DAPA decides, Camlock does not meet the requirements.
- Gentex cancel the contract of the 1st RFP.
- DAPA NBC will issue revised 2nd RFP with Sole source contract with 10% offset.

And Gentex prepare sole source contract with DAPA.

This is the best way to avoid 50% offset program.

2. DAPA/KAI meeting in May.

We believe that this meeting is very important for Gentex and Survitec to emphasize and introduce technical reliability, Government (US AF) certified test results, field deployment status and other advantages to integrate with F-15 and F-16 fighters compared to the competitor.

Anyhow need to prepare Gentex and Survitec's Offset plan as well for the upcoming meetings.

We like your team to prepare the meeting agenda for May meetings and send us in advance for our reference.

Best Regards,  
 Kim

--- Original Message ---

**From :** yjhitek3  
**To :** "Mike Stump"<MStump@gentexcorp.com>  
**Cc :** "Joseph Gorski (jgorski@tradewaysusa.com)"<jgorski@tradewaysusa.com>, yjhitek, yjhitek.jin@gmail.com  
**Date :** 2018/03/29 목요일 오후 4:21:48  
**Subject :** Re: RoK Opportunities

Dear Mike,

Thank you for the information.

I talked with Mr. Choi ( Survitec agent) regarding joint presentation in May.

And I met DAPA NBC IPT today and talked about Gentex & Survitec presentation in May.

Meeting with DAPA and KAI is possible in May, and when your schedule is confirmed, please let us know, we will



arrange the meetings accordingly. I believe 2 days needs for the meetings.  
FYR, we are not available on May 16 and 17. May 7 and 22 is national holiday.

For Offset issue, DAPA's regulation is :

If contract budget is more than 10M US\$, the general concept of offset T&C is as follows :

1. Open competition : 50% offset
2. Sole source contract : 10% offset

Both DAPA NBC IPT and OFFSET team understand the difficulty of offset program in case of AF Pilot NBC program  
Offset percentage is not decided yet, and I am going to meet with Offset team next week and discuss about  
reducing the percentage, and update you.

For DAPA meeting in May, PM of Offset team will join and discuss about offset issue as well.

Best Regards,  
Kim

--- Original Message ---

From : "Mike Stump" <MStump@gentexcorp.com>

To : "Hyungsoo Kim" <yjhitek3@unitel.co.kr>

Cc : "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>

Date : 2018/03/28 수요일 오후 11:55:40

Subject : RoK Opportunities

Hello Kim,

We had a discussion with Survitec this morning and we agreed that we would work to set up a joint presentation to DAPA and KAI for the head-to-toe CBRN solution we would offer, as well as, joint capabilities to support any testing & logistics needs they may have. We agreed that you and Sun (the in-country Survitec agent) should discuss this and work together to get the meeting established. We are working to identify potential dates in May when we can support the meeting but wanted to give you a heads up and ask that you connect with Sun and work with him to get the meeting set up when we have proposed dates established.

## Mike Stump

*Director of Concept Development – Respiratory & Integrated Aircrew Systems*

GENTEX<sup>®</sup> Corporation

9859 7th Street, Rancho Cucamonga, CA 91730

Phone: (909) 481-7667 Ext. 3580

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[mstump@gentexcorp.com](mailto:mstump@gentexcorp.com)

<http://www.gentexcorp.com>

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Phone : 82-31-717-6451~2  
Fax : 82-31-717-6453  
Mobile: 82-10-8600-8956 **(NEW)**

**From:** Hyungsoo Kim [mailto:yjhitek3@unitel.co.kr]  
**Sent:** Tuesday, May 1, 2018 4:02 AM  
**To:** Mike Stump  
**Cc:** Joseph Gorski (jgorski@tradewaysusa.com); yjhitek; yjhitek.jin@gmail.com  
**Subject:** Re: Re: RoK Opportunities

Dear Mike,

1. DAPA NBC program

- . DAPA NBC IPT is going to announce RFP issue of AF pilot NBC program late May (or early June).
  - . Program explanation for the participants (manufacturers & agents) will take place in a week after RFP announcement, and release RFP and ROCs to the participants at the program explanation.
  - . We talked with DAPA NBC people about Gentex/Survitec meeting in the week of May 23rd, however, after DAPA IPT's internal discussion, they decided that only Gentex/Survitec's meeting with DAPA is more sensitive to the program and the competitor at this time.
  - . Our meeting with DAPA in May is not available, and we recommend Gentex/Survitec to participate in DAPA's program explanation in June and then visit KAI as well.
  - . If Gentex/Survitec want to deliver some data to DAPA, please send us to forward them to DAPA NBC IPT.
- We will keep you updated.

Best Regards,  
Kim

--- Original Message ---

**From :** yjhitek3  
**To :** "Mike Stump"<MStump@gentexcorp.com>  
**Cc :** "Joseph Gorski (jgorski@tradewaysusa.com)"<jgorski@tradewaysusa.com>, yjhitek, yjhitek.jin@gmail.com  
**Date :** 2018/03/29 목요일 오후 4:21:48  
**Subject :** Re: RoK Opportunities

Dear Mike,

Thank you for the information.

I talked with Mr. Choi ( Survitec agent) regarding joint presentation in May.

And I met DAPA NBC IPT today and talked about Gentex & Survitec presentation in May.

Meeting with DAPA and KAI is possible in May, and when your schedule is confirmed, please let us know, we will arrange the meetings accordingly. I believe 2 days needs for the meetings.

FYR, we are not available on May 16 and 17. May 7 and 22 is national holiday.

---

**From:** Mike Stump [mailto:MStump@gentexcorp.com]  
**Sent:** Sunday, June 3, 2018 10:27 PM  
**To:** Hyungsoo Kim  
**Cc:** Joseph Gorski (jgorski@tradewaysusa.com); yjhitek; yjhitek.jin@gmail.com  
**Subject:** Re: [External] Question of ISO-9001

We have ISO-9001 and AS-9100 certifications.

Mike

Sent from my iPhone

On Jun 3, 2018, at 7:11 PM, Hyungsoo Kim <yjhitek3@unitel.co.kr> wrote:

Dear Mike,

DAPA NBC IPT asked us about ISO-9001 or AQAP-2110.  
Does JSAM-FW have certificate of either ISO-9001 or AQAP-2110?  
Please let me know it by tomorrow.

Best Regards,  
Kim

--- Original Message ---

**From :** yjhitek3  
**To :** "Mike Stump" <MStump@gentexcorp.com>  
**Cc :** "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>, yjhitek, yjhitek.jin@gmail.com  
**Date :** 2018/05/03 목요일 오후 3:16:37  
**Subject :** Re: RE: [External] Question of TAA

Dear Mike,

Understood how to get test reports from US Government, we will coordinate DAPA to receive the test reports for the proposal.  
FYR, regarding TAA issue of DAPA's 1st RFP and proposal ;  
1. For the 1st RFP in 2013, test reports were not provided to DAPA in 2013, because draft of TAA (of DAPA, ROKAF, YJHITEK) was not submitted to US DoD at the 1st bid, so 1st DAPA program was cancelled.  
2. DAPA, ROKAF and YJHITEK sent signed draft of TAA to Gentex, and got TAA approval from US Government in 2014.  
3. For your reference, I do not have POC information of TAA issue, some items were requested from DAPA and asked Tradeways/Gentex.

We received 3 documents through file of Tradeways (Gentex) and delivered them to DAPA in Sep. 9, 2014.

\* Please find attached and 3 documents.

Best Regards,  
Kim

--- Original Message ---

**From :** "Mike Stump" <MStump@gentexcorp.com>

**To :** "Hyungsoo Kim" <yjhitek3@unitel.co.kr>

**Cc :** "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>, yjhitek, yjhitek.jin@gmail.com

**Date :** 2018/05/03 목요일 오전 4:31:56

**Subject :** RE: [External] Question of TAA

Kim,

GENTEX is not allowed to provide the US Government test reports directly, however, the US will provide the to the RoK Government upon request. Bob Lingo should have provided this information, as well as, the point of contact to request the reports for the previous bid and it was my understanding that the RoKAF/DAPA requested them. Can you please let me know if the point of contact information was provided and if the RoKAF/DAPA requested/received the test reports previously.

Thanks,

**Mike Stump**

*Director of Concept Development – Respiratory & Integrated Aircrew Systems*

GENTEX◆Corporation

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**From:** Hyungsoo Kim <yjhitek3@unitel.co.kr>

**Sent:** Tuesday, May 01, 2018 1:32 AM

**To:** Mike Stump <MStump@gentexcorp.com>

**Cc:** Joseph Gorski (jgorski@tradewaysusa.com) <jgorski@tradewaysusa.com>; yjhitek

<yjhitek@unitel.co.kr>; yjhitek.jin@gmail.com

**Subject:** [External] Question of TAA

Dear Mike,

I have a question of technical data (test results of JSAM-FW for DAPA proposal).

I understand that DAPA & ROKAF provided Gentex with the signed TAA draft in 2014, please find attached, and got approval of TAA.

Is it possible for Gentex to submit all the test (technical) results of JSAM-FW that is requested to submit to DAPA?

Best Regards,

Kim

--- Original Message ---

**From :** yjhitek3

**To :** "Mike Stump" <MStump@gentexcorp.com>

**Cc :** "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>, yjhitek, yjhitek.jin@gmail.com

**Date :** 2018/05/01 화요일 오후 5:02:22

**Subject :** Re: Re: RoK Opportunities

Dear Mike,

1. DAPA NBC program

- . DAPA NBC IPT is going to announce RFP issue of AF pilot NBC program late May (or early June).
  - . Program explanation for the participants (manufacturers & agents) will take place in a week after RFP announcement, and release RFP and ROCs to the participants at the program explanation.
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- We will keep you updated.

Best Regards,

Kim



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**From :** yjhitek3

**To :** "Mike Stump" <MStump@gentexcorp.com>

**Cc :** "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>, yjhitek, yjhitek.jin@gmail.com

**Date :** 2018/03/29 목요일 오후 4:21:48

**Subject :** Re: RoK Opportunities

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1. Open competition : 50% offset
2. Sole source contract : 10% offset

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For DAPA meeting in May, PM of Offset team will join and discuss about offset issue as well.

Best Regards,

Kim

--- Original Message ---

**From :** "Mike Stump" <MStump@gentexcorp.com>



To : "Hyungsoo Kim" <yjhitek3@unitel.co.kr>  
Cc : "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>  
Date : 2018/03/28 수요일 오후 11:55:40  
Subject : RoK Opportunities

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**Mike Stump**

*Director of Concept Development – Respiratory & Integrated Aircrew Systems*

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**Seongnam-si Gyeonggi-do, Korea ( 463-825)**  
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Original Message ---

From : "Joseph Gorski" <jgorski@tradewaysusa.com>

To : "Hyungsoo Kim" <yjhitek3@unitel.co.kr>

CC : "Mike Stump" <MStump@gentexcorp.com>

Date : 2018/07/02 월요일 오전 11:43:53

Subject : Re: DAPA explanation meeting for RFP

Dear Col Kim,

Please book me a room at the Grand Ambassador Hotel check in Saturday July 7 check out Thursday July 12.

Please confirm

Thank you

Joe Gorski

Sent from my iPhone

On Jul 2, 2018, at 4:25 AM, Hyungsoo Kim <yjhitek3@unitel.co.kr> wrote:

<Announcement of proposed system acquisition plan.pdf>

Dear Mike,

I am awaiting your information on the below email.

Please let me know who (from GENTEX) will attend DAPA RFP explanation meeting by Monday, July 2 for security clearance.

Best Regards,

Kim

--- Original Message ---

From : yjhitek3

To : "Mike Stump" <MStump@gentexcorp.com>

Cc : "Joe Gorski" <jgorski@tradewaysusa.com>, yjhitek, "Jinseop

So" <yjhitek.jin@gmail.com>

Date : 2018/06/29 금요일 오후 7:15:42

Subject : DAPA explanation meeting for RFP

Dear Mike,

DAPA finally announced explanation meeting plan for AF NBC program today.

1. Explanatory Session

a. Date/Location : **15:00 pm on Monday, July 9** / DAPA Bidding Room

b. Registration submission deadline : 15:00 pm on Tuesday, July 3

\* Mike : Please send us passport copy of GENTEX visitor by Monday, July 2, your time.

\* I received Mr. Gorski's passport.

c. For Survitec's participation : I told Mr. Choi of representative (Survitec) to take care

d. Hotel reservation : Do you think of any hotel to be stayed?

FYR, I know the hotel, Grand Ambassador hotel ( <http://grand.ambatel.com/> ), where GENTEX /Tradeways people had stayed in 2014.

If you need any help for hotel reservation, please let us know and your schedule.

e. We like to have a discussion about the RFP on Tuesday at hotel.

2. KAI meeting will be arranged on Wednesday, July 11.

If you have any question, please ask me.

Best Regards,

Kim

**Lt.Col.(Ret.) Hyung-Soo Kim / Executive Director**

**Young-Jin Hi-Tek, Inc.**

**TraPalace # 632, Sunae-dong 10-1 Bundang-gu,**

**Seongnam-si Gyeonggi-do, Korea ( 463-825)**

**Phone : 82-31-717-6451~2**

**Fax : 82-31-717-6453**

**Mobile: 82-10-8600-8956 (NEW)**

**Lt.Col.(Ret.) Hyung-Soo Kim / Executive Director**

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**gina@tradewaysusa.com**

---

**From:** Joe Gorski <jgorski@tradewaysusa.com>  
**Sent:** Tuesday, June 18, 2019 11:04 AM  
**To:** gina@tradewaysusa.com  
**Subject:** FW: RE: [External] Re: Re: DAPA explanation meeting for RFP  
**Attachments:** Power of Attorney.pdf

print

---

**From:** Mike Stump [mailto:MStump@gentexcorp.com]  
**Sent:** Tuesday, July 3, 2018 4:45 PM  
**To:** Hyungsoo Kim  
**Cc:** Joseph Gorski; yjhitek; Jinseop So  
**Subject:** RE: RE: [External] Re: Re: DAPA explanation meeting for RFP

Here is the signed Power of Attorney document.

**Mike Stump**

*Director of Concept Development – Respiratory & Integrated Aircrew Systems*

GENTEX® Corporation  
9859 7th Street, Rancho Cucamonga, CA 91730  
Phone: (909) 481-7667 Ext. 3580  
Fax: (909) 481-7759  
[mstump@gentexcorp.com](mailto:mstump@gentexcorp.com)  
<http://www.gentexcorp.com>

Please take our [Customer Satisfaction Survey](#)



*Please consider the environment before printing this email*

**From:** Hyungsoo Kim <yjhitek3@unitel.co.kr>  
**Sent:** Monday, July 02, 2018 6:47 PM  
**To:** Mike Stump <MStump@gentexcorp.com>  
**Cc:** Joseph Gorski <jgorski@tradewaysusa.com>; yjhitek <yjhitek@unitel.co.kr>; Jinseop So <yjhitek.jin@gmail.com>  
**Subject:** Re: RE: [External] Re: Re: DAPA explanation meeting for RFP

Dear Mike,

1. Sunday meeting.

I like to propose 2:00pm in the meeting room on the floor 16 (executive lounge).

We will arrange the meeting room on the 16th floor (Executive Lounge).

2. Hotel reservation

I checked you booked the hotel, and I also confirmed Executive Room on the 16th floor as attached through administrator of Rafael (Israel company, our principal).

\*\*\* 16th floor Executive Room information as follows :

**16th floor Executive Lounge (6:30am~10pm/ Executive Room Guests only)**

. Breakfast service in Executive lounge

(Weekdays: 06:30am~10am / Weekends & National Holidays: 06:30am~11:00am)

. Happy Hour in Executive lounge(6:00pm~8:30pm)

KRW 186,000 (170 US\$) per night / Room Subject to 10% VAT (Discounted rate with our principals)

Please let me know which room you want to stay. If you do not want Executive room, I will cancel.

3. Power of attorney

DAPA asked us to submit power of attorney in order to attend DAPA explanation meeting.

Please send us after your signature ASAP.

Best Regards,

Kim

--- Original Message ---

**From :** "Mike Stump" <MStump@gentexcorp.com>

**To :** "Hyungsoo Kim" <yjhitek3@unitel.co.kr>, "Joseph Gorski" <jgorski@tradewaysusa.com>

**Cc :** "Robert McCay" <RMcCay@gentexcorp.com>

**Date :** 2018/07/03 화요일 오전 4:03:55

**Subject :** RE: [External] Re: Re: DAPA explanation meeting for RFP

All,

I arrive late on Saturday night (11:05pm) and depart on Thursday Morning (11:20 am). I have booked a room at the Grand Ambassador Hotel for the stay. We should plan to meet up on Sunday to discuss the plan and strategy for the week. Please confirm that a Sunday meeting is possible and propose a time and location to meet.

Thanks,

**Mike Stump**

*Director of Concept Development – Respiratory & Integrated Aircrew Systems*

GENTEX<sup>®</sup> Corporation

9859 7th Street, Rancho Cucamonga, CA 91730

Phone: (909) 481-7667 Ext. 3580

Fax: (909) 481-7759

[mstump@gentexcorp.com](mailto:mstump@gentexcorp.com)

<http://www.gentexcorp.com>

Please take our **Customer Satisfaction Survey**



*Please consider the environment before printing this email*

**From:** Hyungsoo Kim <yjhitek3@unitel.co.kr>

**Sent:** Sunday, July 01, 2018 7:51 PM

**To:** Joseph Gorski <jgorski@tradewaysusa.com>

**Cc:** Mike Stump <MStump@gentexcorp.com>

**Subject:** [External] Re: Re: DAPA explanation meeting for RFP

Dear Mr. Gorski,

I will send you hotel confirmation after booking.

Best Regards,

Kim

--- Original Message ---

**From :** "Joseph Gorski" <jgorski@tradewaysusa.com>

**To :** "Hyungsoo Kim" <yjhitek3@unitel.co.kr>

**Cc :** "Mike Stump" <MStump@gentexcorp.com>

**Date :** 2018/07/02 월요일 오전 11:43:53

**Subject :** Re: DAPA explanation meeting for RFP

Dear Col Kim,

Please book me a room at the Grand Ambassador Hotel check in Saturday July 7 check out Thursday July 12.

Please confirm

Thank you

Joe Gorski

Sent from my iPhone

On Jul 2, 2018, at 4:25 AM, Hyungsoo Kim <yjhitek3@unitel.co.kr> wrote:

<Announcement of proposed system acquisition plan.pdf>

Dear Mike,

I am awaiting your information on the below email.

Please let me know who (from GENTEX) will attend DAPA RFP explanation meeting by Monday, July 2 for security clearance.

Best Regards,

Kim

--- Original Message ---

**From :** yjhitek3

**To :** "Mike Stump" <MStump@gentexcorp.com>

**Cc :** "Joe Gorski" <jgorski@tradewaysusa.com>, yjhitek, "Jinseop So" <yjhitek.jin@gmail.com>

**Date :** 2018/06/29 금요일 오후 7:15:42

**Subject :** DAPA explanation meeting for RFP

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1. Explanatory Session

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d. Hotel reservation : Do you think of any hotel to be stayed?

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e. We like to have a discussion about the RFP on Tuesday at hotel.

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If you have any question, please ask me.

Best Regards,

Kim

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----- 원본 이메일 -----

발신: Mike Stump <[MStump@gentexcorp.com](mailto:MStump@gentexcorp.com)>

날짜: 18/8/18 오전 7:38 (GMT+09:00)

받은 사람: Hyungsoo Kim <[yjhitek3@unitel.co.kr](mailto:yjhitek3@unitel.co.kr)>

참조: Joseph Gorski <[jgorski@tradewaysusa.com](mailto:jgorski@tradewaysusa.com)>, yjhitek <[yjhitek@unitel.co.kr](mailto:yjhitek@unitel.co.kr)>, Jinseop So <[yjhitek.jin@gmail.com](mailto:yjhitek.jin@gmail.com)>

제목: RE: RE: RE: [External] Fwd: Proposal Format

1 set = 1 respirator, 2 suits, and 5 filters  
970 sets - 970 respirators, 1840 suits, 4850 PC's

970 Sets = total price

So for below Yes

Mike Stump  
Director of Concept Development – Respiratory & Integrated Aircrew Systems  
GENTEX® Corporation  
9859 7th Street, Rancho Cucamonga, CA 91730  
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Fax: (909) 481-7759  
[mstump@gentexcorp.com](mailto:mstump@gentexcorp.com)  
<http://www.gentexcorp.com>

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Please consider the environment before printing this emailΠ

-----Original Message-----

From: Hyungsoo Kim <[yjhitek3@unitel.co.kr](mailto:yjhitek3@unitel.co.kr)>  
Sent: Friday, August 17, 2018 3:27 PM  
To: Mike Stump <[MStump@gentexcorp.com](mailto:MStump@gentexcorp.com)>  
Cc: Joseph Gorski <[jgorski@tradewaysusa.com](mailto:jgorski@tradewaysusa.com)>; yjhitek <[yjhitek@unitel.co.kr](mailto:yjhitek@unitel.co.kr)>; Jinseop So <[yjhitek.jin@gmail.com](mailto:yjhitek.jin@gmail.com)>  
Subject: Re: RE: RE: [External] Fwd: Proposal Format

Dear Mike,

We much appreciated your support.

Opened the uploaded files.

Question of regarding the total price and quantity of clothing protective sets and PCs.

1. clothing protective sets

- 970ea \* 3,251.44 \$ = 3,153,900 \$

Does it mean clothing sets delivery is 1,940 sets (970sets\*2)?[Mike Stump]

2. PCc

- 970ea \* 190.69 \$ = 184,968 \$

Does it mean PCs delivery is 4,850 PCs (970ea\*5)?

Best Regards,

Kim

--- Original Message ---

From : "Mike Stump" <MStump@gentexcorp.com>

To : "Hyungsoo Kim" <yjhitek3@unitel.co.kr>

Cc : "Joseph Gorski" <jgorski@tradewaysusa.com>, "yjhitek" <yjhitek@unitel.co.kr>, "Jinseop So" <yjhitek.jin@gmail.com>

Date : 2018/08/18 토요일 오전 6:33:28

Subject : RE: RE: [External] Fwd: Proposal Format

Kim,

I uploaded 3 documents for the Proposal today. The cost volume, the signed documents, and Survitec Draft manual (need 3 printed for proposal delivery). I finishing the formatting on our draft manual and will upload as soon as I am done. If you have any questions over the weekend, please reach out immediately (any time of day or night) to either me or Robert McCay. You have my contact information. Robert's email is [rmccay@gentexcorp.com](mailto:rmccay@gentexcorp.com) <<mailto:rmccay@gentexcorp.com>> and his cell number is +1 909 553-2387.

Mike Stump

Director of Concept Development ? Respiratory & Integrated Aircrew Systems GENTEX? Corporation  
9859 7th Street, Rancho Cucamonga, CA 91730

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Please take our Customer Satisfaction Survey <<http://www.gentexcorp.com/survey/survey.html>>

P Please consider the environment before printing this email

From: Hyungsoo Kim <yjhitek3@unitel.co.kr>

Sent: Thursday, August 16, 2018 4:35 PM

To: Mike Stump <MStump@gentexcorp.com>

Cc: Joseph Gorski <jgorski@tradewaysusa.com>; yjhitek <yjhitek@unitel.co.kr>; Jinseop So <yjhitek.jin@gmail.com>

Subject: Re: RE: [External] Fwd: Proposal Format

Dear Mike,

You make Annex 5 and copy for D-7 (same)

Best Regards,  
Kim

--- Original Message ---

From : "Mike Stump" <[MStump@gentexcorp.com](mailto:MStump@gentexcorp.com)<<mailto:MStump@gentexcorp.com>>>  
To : "Hyungsoo Kim" <[yjhitek3@unitel.co.kr](mailto:yjhitek3@unitel.co.kr)<<mailto:yjhitek3@unitel.co.kr>>>  
Cc : "Joseph Gorski" <[jgorski@tradewaysusa.com](mailto:jgorski@tradewaysusa.com)<<mailto:jgorski@tradewaysusa.com>>>, yjhitek, "Jinseop So" <[yjhitek.jin@gmail.com](mailto:yjhitek.jin@gmail.com)<<mailto:yjhitek.jin@gmail.com>>>

Date : 2018/08/17 금요일 오전 4:31:25

Subject : RE: [External] Fwd: Proposal Format

Kim,

I received this question from the person compiling these documents and associated signatures, "Could you please verify if Annex 5 is required, since it's the same as D-7". Can you please advise.

Mike Stump

Director of Concept Development ? Respiratory & Integrated Aircrew Systems GENTEX? Corporation  
9859 7th Street, Rancho Cucamonga, CA 91730

Phone: (909) 481-7667 Ext. 3580

Fax: (909) 481-7759

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<http://www.gentexcorp.com><<http://www.gentexcorp.com>>

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P Please consider the environment before printing this email

From: Hyungsoo Kim <[yjhitek3@unitel.co.kr](mailto:yjhitek3@unitel.co.kr)<<mailto:yjhitek3@unitel.co.kr>>>

Sent: Thursday, August 16, 2018 7:43 AM

To: Mike Stump <[MStump@gentexcorp.com](mailto:MStump@gentexcorp.com)<<mailto:MStump@gentexcorp.com>>>

Cc: Joseph Gorski <[jgorski@tradewaysusa.com](mailto:jgorski@tradewaysusa.com)<<mailto:jgorski@tradewaysusa.com>>>; yjhitek

<[yjhitek@unitel.co.kr](mailto:yjhitek@unitel.co.kr)<<mailto:yjhitek@unitel.co.kr>>>; Jinseop So

<[yjhitek.jin@gmail.com](mailto:yjhitek.jin@gmail.com)<<mailto:yjhitek.jin@gmail.com>>>

Subject: [External] Fwd: Proposal Format

Dear Mike,

We are awaiting the below documents attached.  
And price proposal as well.

Best Regards,  
Kim

--- Original Message ---

From : yjhitek

To : "Mike Stump" <[MStump@gentexcorp.com](mailto:MStump@gentexcorp.com)<<mailto:MStump@gentexcorp.com>>>

Cc : "Joseph Gorski" <[jgorski@tradewaysusa.com](mailto:jgorski@tradewaysusa.com)<<mailto:jgorski@tradewaysusa.com>>>

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Date : 2018/07/17 화요일 오후 5:38:14

Subject : Proposal Format

Dear Mike,

2. I attached proposal formats of RFP in word file for your use. If you need more, please let me know. D-12, D-13, D-19 are for local agent company.

3. For your reference, as stated in 10.2 Guideline (10. Related Laws) on page I-20-19, I attached ;

- 10.2.1 General Terms and Conditions on General Equipment System
- 10.2.4 Foreign Procurement Open Competition Instruction to Bidders

If you have any question, please do not hesitate.

Best regards,  
Eunju Chang

Byung-min So / President (Ret. Army Colonel) Young Jin Hi-Tek Inc TraPalace #632, Hwangsaecul-ro, Bundang-Gu, Seongnam-si, Gyeonggi-do, 13595, Korea Tel : 82.31.717.6451~2 Fax : 82.31.717.6453 Email [yjhitek@unitel.co.kr](mailto:yjhitek@unitel.co.kr)<<mailto:yjhitek@unitel.co.kr>>

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Fax : 82-31-717-6453

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# EXHIBIT 11

**GENTEX®**

COST: VOLUME II

**PROPOSAL**

**Republic of Korea Air Forces Foreign Purchasing Program for  
Pilot Protective Clothing SET-II (Volume II)**

**조종사보호의 세트-II 국외구매사업 제안서 (제 2 부)**

**SUBMITTED TO:**

**수신자:**

CBR Projects Team, Programs Management Agency DAPA  
(G4. Oh, JeeYeon)

**방위사업청 사업관리본부 화생방사업팀**

**(행정서기관 오지연)**

Email: [ojyoy@Korea.kr](mailto:ojyoy@Korea.kr)

Government Complex Gwacheon Customers Information Center, Gwanmunro 47,  
Gwacheon City, Gyeonggi-do, Republic  
Telephone: 82-2-2079-5392, 02-733-7587  
Fax: 82-2-773-5787

**SUBMITTAL DATE: 20 August 2018**

**제출일: 2018 년 8 월 20 일**

**Quote No(견적번호): 6309**

**IN RESPONSE TO:**

Request for Proposal (RFP)

Of ROK Air Forces Foreign Purchasing Program for Pilot Protective Clothing Set-II

Dated: 2018.6

**Prepared by:**

**제출자:**

**GENTEX**

9859 7<sup>th</sup> Street

Rancho Cucamonga, CA 91730

P: 909.481.7667

F: 909.481.7759

[www.gentexcorp.com](http://www.gentexcorp.com)

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**GENTEX®**

COST: VOLUME II

entity or person in the U.S. or abroad without first obtaining the written consent of Gentex Corporation and the U.S. Department of Commerce.

본 문서에는 미국 정부 수출 통제(EAR-15 CFR 730-774)를 받는 기술이 포함되어 있습니다. 본 문서에 포함된 기술 자료는 GENTEX Corporation 과 미국 상무부 허가없이 해외 기관이나 사람에게 수출할 수 없습니다.

The TACAIR CBRN Protective System consists of the Gentex TACAIR Respirator Assembly, Survitec CBRN Suit Ensemble, and FR-C2A1 Protective Canister as basic components. The TACAIR Hood Assembly is a proven, above-the-neck sealed hood that incorporates the MBU-20/P oxygen mask for positive pressure breathing (PPB) protection for both altitude and G. The hood assembly is a variant of the flight qualified JSAM-JSF hood assembly currently in production at Gentex. The TACAIR hood variant has been optimized for use with the 55/P helmet and other pilot flight equipment (PFE).

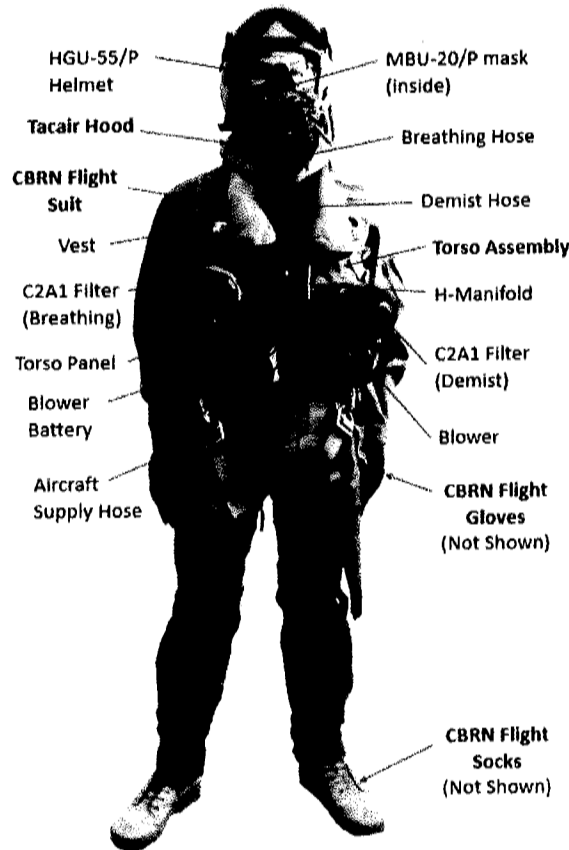
본 체계의 구성은 GENTEX TACAIR CBRN 방독면 체계, Survitec CBRN 조종사 보호의 체계, 상업 구매가 가능한 FR-C2A1 정화통으로 되어 있습니다. TACAIR 후드 어셈블리는 MBU-20/P 산소마스크와 연결되어 목 부위 상단을 덮고 고고도와 G상태에서 양압호흡을 가능하게 해주는 검증된 체계입니다. 본 후드 어셈블리는 GENTEX사에서 현재 생산중이며 비행시험을 통과한 JSAM-JSF 후드 어셈블리의 일종입니다. TACAIR 후드 장비는 55/P 헬멧 및 기타 조종사 비행 장비(PFE)와 통합 사용에 최적화되어 있습니다.

The TACAIR Torso Assembly leverages existing qualified and fielded components and has been optimized for F-15 and F-16 tactical aircraft. A torso mounted Blower provides C2A1 filtered demist and cooling air to the hood while a second torso mounted C2A1 filters the breathing air delivered into the oxygen mask. All torso components are attached to a removable Torso Panel which is attached to a survival Vest worn over the CBRN Flight Suit. Breathing and Demist hose connections between the Hood and Torso Assembly are achieved by a torso mounted H-Manifold assembly equipped with CBRN hardened quick releasing 3-pin connectors. The CBRN Flight Suit, CBRN Gloves and CBRN Socks complete the protective system. All respirator connections and operator adjustable controls are designed for gloved operation. The basic components of TACAIR CBRN Protective System are shown and noted in **bold** below.

TACAIR 톨소 어셈블리는 현존하고 현장에서 검증된 구성품들과 통합 사용이 가능하며, F-15와 F-16에 최적화되어 있습니다. 송풍기(blower)에 연결된 톨소는 C2A1를 통해 정화된 공기를 후드에 제공하고, 두번째 톨소는 C2A1에서 정화된 공기를 호흡을 위해 산소마스크로 제공합니다. 모든 톨소 구성품은 탈착이 가능한 톨소 패널에 부착되며, 이 패널은 CBRN 비행수트 위에 입은 구멍조끼에 부착됩니다. 호흡용 호스와 디미스트 호스의 후드와 톨소 어셈블리간의 연결은 톨소가 부착된 H형 연결 어셈블리를 통해 이루어지며, 이는 CBRN을 지원하는 신속 탈착형 3핀 커넥터로 연결됩니다. CBRN 비행수트와 CBRN 장갑, CBRN 양말로 전체 보호 체계가 완성됩니다. 모든 방독면 연결과 사용자 조절장치 등은 장갑을 낀채 사용이

**GENTEX®****COST: VOLUME II**

가능하도록 디자인되었습니다. TACAIR CBRN 보호 체계의 기본 구성품들이 아래 그림에 굵은 글씨로 표시되었습니다.



## 1. Proposed Total Price

### 제안 총 가격

The cost estimates prepared for the TACAIR CBRN Protective System were obtained using a "bottoms up" direct labor estimate in conjunction with a comprehensive Bill of Materials (BOM) prepared by the same key personnel at both the prime and subcontractor level who participated in the JSAM-JSF program with the US Government. The cost/price was developed using the Work Breakdown Structure (WBS) as identified in the main volume I and was estimated by Cost Element at the task level.

TACAIR CBRN 보호체계의 제안 가격은 상향식(bottoms up) 직접 원가 계산과 미국정부의 JSAM-JSF 프로그램에 주/부 계약사로 직접 참여했던 핵심 인력이 작성한 상세 재료명세서(Bill of Materials)를 바탕으로 작성되었습니다. 가격과 원가는 작업분해구조(WBS)를 이용하여 1 부에 나와있듯이 임무별 원가 산정을 하였습니다.



COST: VOLUME II

Upon receipt of costing data from the subcontractors, a final analysis was done by GENTEX senior executives for realism. Proposed costs were compared to historical data accumulated during the JSAM-JSF program. Further discussions on program requirements and proposed efforts were held with each team member to ensure that a thorough understanding of the requirements had been firmly established. Based on those discussions, team members submitted final proposals to reflect the agreed upon technical and pricing agreements.

부계약자(협력업체)로부터 원가 자료를 취득 후 GENTEX 임원의 현실화 작업을 거쳤습니다. 제안된 가격은 JSAM-JSF 프로그램의 과거 자료를 비교 및 참고 하였습니다. 추가적으로 각 담당 팀은 여러 차례의 협의를 통하여 본 프로그램의 요구사항과 제안된 내용을 재확인하였습니다. 이러한 내부 협의 과정을 거쳐 기술, 건적 계약들에 의거하여 최종 제안을 팀이 제출하였습니다.

As a US Defense Contractor, we are required to follow specific requirements when submitting proposals to the US Government. We are also experienced in supporting audits through US Government agencies such as the Defense Contract Management Agency (DCMA) and the Defense Contract Audit Agency (DCAA) and completely support the Cost Audit System signed between DAPA and the US Government. We welcome and would fully support a review and verification of costs by either DAPA financial personnel, US Government Defense Audit Agencies and/or a chosen Third Party auditor if necessary. In negotiations, we would also welcome discussions to determine a mutually acceptable cost verification plan along with any costs that may be borne as a result of this effort and are completely confident we could find a mutually acceptable and efficient process for providing the necessary cost verification that DAPA would require.

미국방성 계약자로서, 당사는 미국 정부에 제안 제출시 특수한 요구사항을 따라야 합니다. 또한 미국 정부의 지정업체나 방산계약관리국(DCMA)와 방산계약심사국(DCAA)의 실사를 받은 경험이 있으며, 대한민국 방위사업청과 미국정부간 계약된 원가심사시스템(Cost Audit System)을 지원하였습니다. 당사는 방위사업청의 재무 담당 또는 미국정부의 방위심사 기관 또는 제 3 의 심사기관의 원가 검증과 확인 과정을 끼꺼이 받고 지원할 예정입니다. 협의 단계에서 상호 협의를 통해 적절한 원가 확인 과정을 거칠 예정이며, 방위사업청이 요구하는 원가확인 절차를 효율적으로 수행할 수 있는 절차를 찾을 것으로 확신합니다.

All prices are in US Dollars.

모든 가격은 미화달러로 표기되었습니다.



COST: VOLUME II

1.1. Total Price offered is \$17,544,917.

총 제안 가격은 \$17,544,917 입니다.

Proposed Total Price						
Section	Classification	U/I	Quantity	Unit Price	Total Price	Remarks
Basic	Main System	Set	970	\$ 16,796.51	\$ 16,292,619	
	Support Equipment	Set	1	\$ 70,400.15	\$ 70,400	
	Repair Part	EA	Varies		\$ 188,449	Please see CSP List
	TDP	Set	1		\$ 68,342	
	Training				\$ 149,357	
	Technical Support					
	Other				\$ 775,750	
Option					\$ -	

## 1.1.1. Main System-Sub System

주체계 및 부체계

Main System								
Section	Name	Part No	Unit	Quantity	Unit Price	Total Price	Manufacturer	Remarks
	Respirator	G018-7014-01/-30 & G018-7800-01	SET	970	\$ 13,354.38	\$ 12,953,750	Gentex	
	Protective Clothing Set	1010224-29 1010230-36 1010241-43 1010283-303 1010306-11	SET	970	\$ 3,251.44	\$ 3,153,900	Survitec	
	Filters	GW1992-01	SET	970	\$ 190.69	\$ 184,968	Gentex	

Sub System								
Section	Name	Part No	Unit	Quantity	Unit Price	Total Price	Manufacturer	Remarks
	Hood Assembly	G018-7014-01/-30	SET	970	\$ 8,667.61	\$ 8,407,583	Gentex	
	Torso Assembly	G018-7800-01	SET	970	\$ 4,686.77	\$ 4,546,167	Gentex	
	Coverall	1010224-29 & 1010283-303	SET	970	\$ 2,506.84	\$ 2,431,636	Survitec	
	Gloves	1010310-11 & 1010241-43	SET	970	\$ 306.25	\$ 297,062	Survitec	
	Socks	1010230-36 & 1010306-09	SET	970	\$ 34.24	\$ 33,214	Survitec	
	Transit Layer	1010419	SET	970	\$ 404.11	\$ 391,989	Survitec	
	Filters	GW1992-01	SET	970	\$ 190.69	\$ 184,968	Gentex	



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## 1.1.2. Support Equipment

지원 장비

Support Equipment					
Section	Level	L/I	Quantity	Price	Remarks
Total					
Support Equipment	Level 1	1	1	\$ 58,357.94	JSMLT Assembly
		2	1	\$ 12,042.21	JSMLT Adapter Kit
	Level 2				
	Level 3				
	Level 4				
Spacial Equipment	Level 1				
	Level 2				
	Level 3				
	Level 4				
General/Spacial Tools	Level 1				
	Level 2				
	Level 3				
	Level 4				
Auxiliary Equipment	Level 1				
	Level 2				
	Level 3				
	Level 4				
Handling Equipment	Level 1				
	Level 2				
	Level 3				
	Level 4				



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## 1.1.3. Repair Part

수리 부속

Repair Part	Part Description	Part Number	Quantity	Price	Extended Price	Remarks
CSP	COVER, CLAMP	G010-1027-02	60	\$ 8.98	\$ 541.06	
	GUIDE, CABLE - UPPER	G012-1034-03	24	\$ 2.47	\$ 59.50	
	CAP & PLUG ASSY, 3-PIN CONN	G018-8035-01	24	\$ 67.42	\$ 1,624.77	
	CLAMP, STEPLESS LOW PROFILE	GW9258-05	85	\$ 1.24	\$ 106.03	
	CORD, FIBROUS, NYLON, 100W TEST	G012-9004-01	1	\$ 0.10	\$ 0.10	
	STRAP ASSY, UPPER	G014-1237-01	20	\$ 26.08	\$ 521.66	
	KEEPER, CANTEN PROBE	G014-1259-02	10	\$ 6.95	\$ 69.50	
	COVER, LENS PROTECTOR	G018-0543-01	24	\$ 5.08	\$ 122.46	
	MICROPHONE, MINIATURE	GW2021-01	24	\$ 115.54	\$ 2,784.54	
	TEAR AWAY TRAINING KIT	G018-0601-01	10	\$ 31.37	\$ 313.74	
	TUBE, COMPENSATION	G010-1058-01	12	\$ 3.15	\$ 37.75	
	CONNECTOR, 3-PIN, FEMALE	G018-1121-01	12	\$ 77.73	\$ 936.68	
	COVER, LENS, (VINYL)	G018-1128-01	24	\$ 2.15	\$ 51.69	
	OCCLUDE, EXHALATION VALVE	G018-1148-03	24	\$ 33.96	\$ 818.36	
	EXHALATION VALVE ASSY	G018-1160-01	12	\$ 97.05	\$ 1,169.41	
	EMERGENCY DEMIST VALVE ASSY	G018-1168-03	12	\$ 89.22	\$ 1,075.10	
	DEMIST DIVERter VALVE ASSEMBLY	G018-1190-02	12	\$ 79.56	\$ 954.67	
	SCREW, PAN HD, LOC PATCH, 188 LG	G018-1200-01	60	\$ 1.12	\$ 67.78	
	GASKET, INHALATION VALVE	G018-1206-01	48	\$ 17.32	\$ 834.90	
	MOUTHPIECE, DRINK FACILITY	G018-1210-01	60	\$ 22.61	\$ 1,362.40	
	CORD KEEPER	G018-4925-01	24	\$ 3.10	\$ 74.67	
	ASSEMBLY, EXHALATION, CHECK VALVE	G018-4929-05	24	\$ 99.40	\$ 2,395.58	
	HOSE, EMERGENCY DEMIST, JSAM	G018-4935-01	24	\$ 17.21	\$ 414.69	
	HOSE, PLENUM SUPPLY	G018-4936-01	12	\$ 13.56	\$ 163.35	
	DRINK FACILITY- PASS THRU SUBASSY	G018-4950-02	12	\$ 55.55	\$ 669.37	
	DRINK FACILITY, QUICK DISCONNECT ASSEMBLY, JSPOM	GW1789-01	12	\$ 5.23	\$ 63.07	
	HOSE, DRINK FACILITY - JSAM	G018-4953-02	60	\$ 10.94	\$ 658.80	
	BREATHING HOSE, JSAM	G018-4961-01	24	\$ 54.75	\$ 1,319.44	
	CONNECTOR, 3-PIN, MALE	G018-4982-01	24	\$ 44.28	\$ 1,067.18	
	DEMIST PLENUM ASSEMBLY	G018-5009-02	12	\$ 55.37	\$ 667.19	
	FLAPPER, EXHALATION CHECK VALVE	G018-5035-01	24	\$ 27.06	\$ 652.02	
	VALVE ASSY, OVER PRESSURE RELIEF	G018-5059-02	24	\$ 106.11	\$ 2,557.09	
	RETAINER, BROW STRAP	G018-5082-01	12	\$ 36.94	\$ 445.14	
	BROW STRAP KIT	G018-5084-01	24	\$ 167.10	\$ 4,027.01	
	Hose Breathing, Torso, 6 inch	G018-5601-02	50	\$ 11.95	\$ 597.74	
	Hose Breathing, Torso, 8 inch	G018-5601-03	50	\$ 11.38	\$ 569.14	
	HOSE, BREATHING, 10 inch	G018-5601-04	12	\$ 16.33	\$ 196.78	
	Hose Breathing, Torso, 14 inch	G018-5601-06	50	\$ 16.64	\$ 831.78	
	DEMIST HOSE, 6 inch	G018-5602-03	12	\$ 13.17	\$ 158.64	
	DEMIST HOSE, 10 inch	G018-5602-04	12	\$ 13.46	\$ 161.53	
	HOSE, AIRCRAFT SUPPLY, ASSY	G018-5605-01	12	\$ 131.29	\$ 1,582.04	
	INHALATION VALVE ASSEMBLY, JSAM	G018-5960-02	12	\$ 82.17	\$ 980.10	
	H-MANIFOLD ASSY	G018-5910-02	24	\$ 110.27	\$ 2,657.49	
	BAYONET ASSEMBLY, RH, MASK	G018-4977-01	24	\$ 51.92	\$ 1,251.20	
	BAYONET ASSEMBLY, LH, MASK	G018-4977-02	24	\$ 51.92	\$ 1,251.20	
	FACEPIECE, JSAM-JSF, S/N	G018-8104-01	18	\$ 134.57	\$ 2,432.34	
	FACEPIECE, JSAM-JSF, M/N	G018-8104-02	18	\$ 110.17	\$ 1,991.22	
	FACEPIECE, JSAM-JSF, M/W	G018-8104-03	18	\$ 110.17	\$ 1,991.22	
	FACEPIECE, JSAM-JSF, L/W	G018-8104-04	18	\$ 136.00	\$ 2,458.18	
	FACEPIECE, JSAM-JSF, XS	G018-8104-05	18	\$ 136.00	\$ 2,458.18	
	LINER, COMFORT, SMALL	G018-5080-01	24	\$ 31.38	\$ 756.33	
	LINER, COMFORT, MEDIUM	G018-5080-02	24	\$ 31.38	\$ 756.33	
	LINER, COMFORT, LARGE	G018-5080-03	24	\$ 31.38	\$ 756.33	
	COMMUNICATION CABLE	G012-9025-01	24	\$ 47.68	\$ 1,148.97	
	HARDSHELL ASSY, JSAM SMALL	G033-1038-01	18	\$ 126.59	\$ 2,288.11	
	HARDSHELL ASSY, JSAM MED NARR	G033-1038-02	18	\$ 125.37	\$ 2,266.06	
	HARDSHELL ASSY, JSAM MED WIDE	G033-1038-03	18	\$ 128.04	\$ 2,314.30	
	HARDSHELL ASSY, JSAM LGE WIDE	G033-1038-04	18	\$ 125.13	\$ 2,261.58	
	HARDSHELL ASSY, JSAM XSM NARRO	G033-1038-05	18	\$ 125.80	\$ 2,273.81	
	FLAPPER, EXHAUST VALVE	GW1292-01	60	\$ 1.02	\$ 61.46	
	GUIDE, CABLE - LOWER	G012-1035-03	8	\$ 2.62	\$ 19.90	
	KEEPER, HOOK/LOOP FASTENER	G018-5507-01	30	\$ 2.94	\$ 70.91	
	HOSE, BREATHING TORSO - JSAM	G018-5601-01	30	\$ 23.40	\$ 710.55	
	HOSE, BLOWER, TORSO-JSAM	G018-5602-04	30	\$ 13.46	\$ 408.68	
	AIR FLOW PROTECTOR ASSY	G018-5610-03	15	\$ 13.19	\$ 200.29	
	TORSO ASSEMBLY, JSAM	G018-7800-05	15	\$ 5,685.78	\$ 86,309.89	
	HOSE, BLOWER TORSO - JSAM	G018-7604-02	12	\$ 52.87	\$ 637.09	
	NUT - MACHINED, BLOWER (Y-Hose)	G018-1119-01	15	\$ 16.02	\$ 243.12	
	PANEL ASSEMBLY, JSAM	G018-7612-01	15	\$ 194.30	\$ 2,944.45	
	POWER CORD, BLOWER / FILTER - JSAM	G018-8121-01	15	\$ 136.35	\$ 2,069.72	
	CANISTER, CZA1	GW1992-01	-	\$ 39.55	\$ -	
	BLOWER, RESPIRATOR	G033-1044-02	3	\$ 1,412.38	\$ 4,287.98	
	POCKET, BLOWER - JSAM	G018-7503-01	3	\$ 105.31	\$ 319.71	
	GASKET, BLOWER, JSAM	G018-1134-01	3	\$ 11.01	\$ 33.43	
	PACK, BATTERY	G033-1045-01	8	\$ 595.12	\$ 4,816.95	
	POCKET, BATTERY PACK - JSAM	G018-7613-01	3	\$ 64.97	\$ 197.25	
	HORIZONTAL BATTERY ADAPTER PANEL	G018-7508-01	3	\$ 20.71	\$ 62.86	
	CCU, DIGITAL, EMI HARDENED	G033-1047-03	30	\$ 669.39	\$ 20,322.60	
Long Lead Time Item						
Time-sensitive Items, Expiring Items						
Reserve Item						
Long Lead Time Item						
Bench Stock Item						
Other						
Total					\$ 188,445.14	

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1.1.4.TDP

기술자료집

TDP		Class		Title		Quantity	Unit Price	Total Price
Section	Subject	Total						
Technical Manual	Operational Manual	Operator/Maintenance Crew		Operational & Maintenance Manual		1		\$ 68,342.21
		Supply						
	Maintenance Manual							
		Other Manual						
Electronic Resource for Logistic Management								

1.1.5. Training

교육/훈련

Training		Period	Number of Person	Unit Price	Total Price	Remarks
Section		Total				
Operator Training & Maintenance Training		3 trainings - 1 week/5 days per week/8 hours per day		Maximum of 10 persons	\$ 149,357.00	
Supply Training	Education Aids			Quantity		
		Equipment		Quantity		

**GENTEX®****COST: VOLUME II****1.1.6. Technical Support****기술 지원**

No technical support proposed

별도의 기술 지원은 포함되지 않았습니다.

**1.1.7. Others****기타**

Others			
Section	Contents	Total	Remarks
NRC			
Transportation Costs	Length, Width, Height, Weight, Quantity	\$5,568.00	FCA Terms, but we will incur costs for packaging
	Shipping Method (Air/Sea Freight) Transport Companies Quote	\$ 44,864.24	Transportation costs to ship subcontractor's products to our facility for final packaging
Site Survey, CPR, PMR, FAT, SAT	Support for PMR, FAT, & SAT	\$725,317.61	
Others			

**1.1.8. Options****선택 사항**

No Options Proposed

별도의 선택 사항은 포함되지 않았습니다.



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## 2. Proposal Price by Work Breakdown Structure

제안 가격 및 작업분해구조

Level 1	WBS Levels			Part Number	Description	NSN	UoM	Quantity	Unit Price	Total Price	Country of Origin	Company	Submission Date	Remarks
	Level 2	Level 3	Level 4											
Main System Equipment	Respirator	Level 3	Level 4	Level 5	Level 6									
		Hood Assembly												
	Protective Clothing Set	Torso Assembly												
		Coveralls												
Auxiliary System	Filters	CB Gloves												
		CB Socks												
	Trench Layer	CB Socks												
		CB Socks												
ILS Package	Support Equipment	CB Socks												
		CB Socks												
	Spare Parts	CB Socks												
		CB Socks												
Others	Technical Data	CB Socks												
		CB Socks												
	Training Education	CB Socks												
		CB Socks												
Others	Technical Support	CB Socks												
		CB Socks												
	NFC	CB Socks												
		CB Socks												
Others	Program Management	CB Socks												
		CB Socks												
	Transportation Costs	CB Socks												
		CB Socks												
Others	System Integration	CB Socks												
		CB Socks												
	Others	CB Socks												
		CB Socks												

Use or disclosure of the data contained on this sheet is subject to the restrictions noted on the title page. Page 10



### 3. Functional Cost

#### 기능별 원가

Direct Labor rates are based on an actual average hourly rate by Engineering Labor Category and Manufacturing Work Center. The hourly rates are applied to production unit and non-recurring WBS estimated hours prepared by experienced technical personnel and reviewed by Senior Management.

직접 노무 단가는 실제 평균 시간 기준에 기술자 임금표(Engineering Labor Category)와 제조노동센터(Manufacturing Work Center)의 단가를 기반으로 하였습니다. 이렇게 산정된 시간당 단가는 경험있는 기술 담당이 산정한 투입시간에 생산 수량과 경상외 업무를 반영하여 계산하였으며, 최종적으로 임원진의 검토를 거쳤습니다.

Material cost is based on supplier quotes and/or current supplier Purchase Orders for items which are currently being procured for current production.

원재료비는 공급업체의 견적 자료와 현재 생산 공정에 포함된 원재료의 경우 현 공급업체의 발주서에 기반하였습니다.

Indirect Rates are prepared in accordance with our Disclosure Statement with the US Government and Accounting Policies and Procedures and are based on an internally prepared Annual Financial Plan. Manufacturing Overhead is applied to Manufacturing Direct Labor, Engineering Overhead is applied to Engineering Labor and G&A is applied to Total Cost Input.

간접비는 미국정부의 Disclosure Statement 와 Accounting Policies and Procedures 에 준하여 작성하였으며, 당사 내부의 연간 재무재표를 참고하였습니다. 제조 간접비는 제조 노무비에, 기술진 간접비는 기술진 노무비에, 판매관리비는 총 비용 항목에 포함하였습니다.

The proposed elements of cost and the cost structure presented herein are an accurate and reasonable predication of the costs that will be incurred during performance of the contract. The labor hours and skill set proposed for each category are reflective of the effort described in the Technical Volume.

제안된 원가 항목과 원가 구조는 본 계약을 이행하면서 발생할 원가들을 정밀하고, 적절한 수준의 예측치입니다. 각 항목별 노무 시간과 요구 기술 수준의 추가 정보는 제 3 부 기술 자료를 참고하시기 바랍니다.

The Functional Cost breakdown is below. We believe the format provided leveraging both the RFP templates and contractor formats comply with the request. In the event DAPA or audit agency personnel request additional detail, formats or information we are readily available to provide as needed.

세부 원가 항목은 다음과 같습니다. 아래의 형식은 RFP 에서 요구한 형식과 계약서 형식을 고려하였습니다. 방위사업청 또는 실사 담당자의 요구가 있을 경우 추가적인 세부내역, 형식, 정보 등을 최대한 지원해드리겠습니다.

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COST: VOLUME II

	Main System					Support Equipment	Repair Part	TDP	Training		Technical Support	Other			Total	
	Gentex Production	Survitec	Gentex Eng	Commissions	Total Main System	Gentex	Gentex	Gentex	Gentex	Survitec	Total Training	Gentex Program Mgt/FAT/SAT	Survitec Program Mgt	Transportation		Total Other
Eng Hours	-	-	408	-	408	-	-	-	256	-	256	-	1,662	-	1,662	2,326
Eng Labor	\$0	\$0	\$20,670	\$0	\$20,670	\$0	\$0	\$0	\$11,167	\$0	\$11,167	\$0	\$144,043	\$0	\$144,043	\$175,881
Mfg Hours	19,218	-	-	-	19,218	-	-	-	-	-	-	-	-	-	-	19,218
Mfg Labor	\$273,463	\$0	\$0	\$0	\$273,463	\$48	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$273,511
Material	\$6,755,737	\$0	\$0	\$0	\$6,755,737	\$46,858	\$126,113	\$0	\$0	\$0	\$0	\$0	\$0	\$50,432	\$50,432	\$6,979,139
Subcontract	\$0	\$2,947,566	\$0	\$0	\$2,947,566	\$0	\$0	\$52,221	\$25,000	\$53,311	\$78,311	\$0	\$0	\$133,655	\$0	\$3,211,853
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,718	\$0	\$11,718	\$0	\$7,812	\$0	\$0	\$19,530
Commissions	\$0	\$0	\$0	\$771,930	\$771,930	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$771,930
Subtotal	\$7,029,200	\$2,947,566	\$20,670	\$771,930	\$10,769,365	\$46,905	\$126,113	\$52,221	\$47,885	\$53,311	\$201,196	\$0	\$151,855	\$133,655	\$50,432	\$385,943
Overhead, G&A, Fee	\$5,255,498	\$206,330	\$61,426	\$0	\$5,523,254	\$23,495	\$62,336	\$16,021	\$44,429	\$3,732	\$48,161	\$0	\$430,451	\$9,356	\$0	\$439,807
Total	\$12,284,698	\$3,153,896	\$82,096	\$771,930	\$16,292,619	\$70,400	\$188,449	\$68,242	\$92,314	\$57,043	\$249,357	\$0	\$582,307	\$143,011	\$50,432	\$17,544,917

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COST: VOLUME II

#### 4. Recoupment of Non-Recurring Cost

##### 공제 및 비경상비

The TACAIR CBRN System was developed by the US government and is considered a Commercial Off The Shelf (COTS) item. The US Government **invested over \$40M in the development and qualification of the TACAIR system over a 6 year period**. DAPA and the ROKAF have the opportunity to benefit and leverage this prior investment by the US Government through fielding of the TACAIR system in the ROKAF. The specific Non-Recurring cost to support the fielding of the system in accordance with the RFP is program management and training activities associated with this specific contract only and would not provide any value to any future contract.

TACAIR CBRN 체계는 미국 정부에 의해 개발되었으며, 상용 제품(COTS)로 분류됩니다. 미국정부는 TACAIR 체계 개발과 인증 작업에 6 년간 미화 4,000 만불 이상을 투자하였습니다. 방위사업청과 대한민국 공군은 TACAIR 체계를 적용함으로써 미국정부에서 기투자한 비용에 대한 혜택을 받을 수 있습니다. 본 프로그램과 이에 따르는 계약에 필요한 프로그램 관리 업무와 훈련 활동 등의 특정 비경상비는 추후 다른 계약과는 무관하며 별다른 미래가치가 없습니다.

#### 5. Basis Rate for Price Conversion

##### 기본 가격 상승률

Labor is escalated 2.5% per year based on historical annual wage increase. Material escalation is 1.72% per year based on Bureau of Labor Statistics (BLS) Producer Price Indexes (PPI) and published indexes. Pricing is in US Dollars.

임금 단가는 과거 기록을 반영하여 연간 2.5% 상승하며, 원재료비는 임금통계청(Bureau of Labor Statistics)의 공급자 가격 인덱스(PPI)를 기반으로 연간 1.7% 상승합니다.



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**6. Schedule of Payment**

Milestone No.	Milestone Event	Description	Plan Date	Production	NRE	Total \$	% of Total Value
1	RFP Released	DAPA/ROKAF RFP released for Pilot Protective Clothing Set- II	Jul-18			\$0	0%
2	Proposal Submission Due	ROKAF Pilot Protective Clothing Set II Proposals Due to DAPA	Aug-18			\$0	0%
3	Proposal Evaluation Complete	DAPA/ROKAF selection of candidate equipment complete	Aug-18			\$0	0%
4	Pre-contract T&E and Negotiation Complete (Gentex Project #1)	DAPA/ROKAF invitation to negotiation (technical and price) and execution of Test & Evaluation of proposed system (s) suitability for combat complete (i.e. Gentex Program Project #1 starts) - Gentex funded activity	Jan-19			\$0	0%
5	Source selection and contract award	DAPA/ROKAF complete all negotiations/evaluations and awards the contract	Feb-19			\$0	0%
6	Main Program Start of Work Program Management Review (PMR #1) Meeting (Gentex Project #2)	Program Management Review (PMR #1) DAPA/ROKAF and Gentex conduct a start of work meeting to align teams and begin execution (i.e. Gentex Program Project #2 started) - Customer funded	Mar-19	\$3,250,524	\$0	\$3,250,524	19%
7	Offset Program Start of Work meeting at Gentex CA, USA (Gentex Project #3)	DAPA and Gentex conduct a start of work meeting to align teams and begin execution off the agreed Offset Program (Gentex Project #3) - Gentex funded	Mar-19			\$0	0%
8	Main Program PMR #2 at Gentex CA, USA	PMR #2 DAPA/ROKAF/Gentex conduct and complete	May-19		\$156,537	\$156,537	1%
9	System Lot 1 Factory Acceptance Test (FAT) and PMR #3 complete	PMR #3 is completed during Lot 1 (27 of 970 systems), support equipment (JSMIT), and Concurrent Spare Parts (CSP) package source inspection visit by DAPA/ROKAF representatives at Gentex CA, USA	Dec-19	\$362,805	\$156,537	\$519,342	3%
10	System Lot 1 Training complete	The initial ROKAF pilot and maintainer training is complete and accepted in ROC	Dec-19			\$0	0%
11	System Lot 1 (27 systems) Site Acceptance Test (SAT) and PMR #4 complete (in ROC)	PMR #4 is completed during Lot 1 (27 of 970 systems), support equipment, and Concurrent Spare Parts (CSP) package Site Acceptance Test (SAT) by DAPA/ROKAF representatives at agreed ROKAF base in ROC	Jan-20		\$156,537	\$156,537	1%
12a	System Lot 2 (90 systems) Factory Acceptance Test (FAT) complete	Lot 2 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA, USA	Feb-20	\$1,209,349	\$0	\$1,209,349	7%
12b	System Lot 2 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 2 (90 systems) by DAPA/ROKAF	Mar-20			\$0	0%
13a	System Lot 3 (92 systems) Factory Acceptance Test (FAT) and PMR #5 complete	PMR #5 is conducted during Lot 3 (92 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA, USA	Apr-20	\$1,236,223	\$156,537	\$1,392,761	8%
13b	System Lot 3 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 3 (92 systems) by DAPA/ROKAF	May-20	\$0	\$0	\$0	0%
14a	System Lot 4 (90 systems) Factory Acceptance Test (FAT) complete	Lot 4 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA, USA	Jun-20	\$1,209,349	\$0	\$1,209,349	7%
14b	System Lot 4 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 4 (90 systems) by DAPA/ROKAF	Jul-20	\$0	\$0	\$0	0%

**GENTEX**

COST: VOLUME II

Milestone No.	Milestone Event	Description	Plan Date	Production	NRE	Total \$	% of Total Value
15a	System Lot 5 (90 systems) Factory Acceptance Test (FAT) and PMR #6 complete	PMR #6 is conducted during Lot 5 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA, USA	Aug-20	\$1,209,349	\$156,537	\$1,365,886	8%
15b	System Lot 5 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 5 (90 systems) by DAPA/ROKAF	Sep-20	\$0	\$0	\$0	0%
16a	System Lot 6 (90 systems) Factory Acceptance Test (FAT) complete	Lot 6 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA, USA	Oct-20	\$1,209,349	\$0	\$1,209,349	7%
16b	System Lot 6 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 6 (90 systems) by DAPA/ROKAF	Nov-20	\$0	\$0	\$0	0%
17a	System Lot 7 Factory Acceptance Test (FAT) and PMR #7 complete	PMR #7 is conducted during Lot 7 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA, USA	Dec-20	\$1,209,349	\$156,537	\$1,365,886	8%
17b	System Lot 7 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 7 (90 systems) by DAPA/ROKAF	Jan-21	\$0	\$0	\$0	0%
18a	System Lot 8 (90 systems) Factory Acceptance Test (FAT) complete	Lot 8 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA, USA	Feb-21	\$1,209,349	\$0	\$1,209,349	7%
18b	System Lot 8 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 8 (90 systems) by DAPA/ROKAF	Mar-21	\$0	\$0	\$0	0%
19a	System Lot 9 (92 systems) Factory Acceptance Test (FAT) and PMR #8, and Offset Program complete	PMR #8 and Offset Program Close-out is conducted during Lot 9 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA, USA.	Apr-21	\$1,209,349	\$156,537	\$1,365,886	8%
19b	System Lot 9 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 9 (90 systems) by DAPA/ROKAF	May-21	\$0	\$0	\$0	0%
20a	System Lot 10 (90 systems) Factory Acceptance Test (FAT) complete	Lot 10 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA, USA	Jun-21	\$1,209,349	\$0	\$1,209,349	7%
20b	System Lot 10 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 10 (90 systems) by DAPA/ROKAF	Jul-21	\$0	\$0	\$0	0%
21a	System Lot 11 (90 systems) Factory Acceptance Test (FAT) complete	Lot 10 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA, USA	Aug-21	\$1,209,349	\$0	\$1,209,349	7%
21b	System Lot 11 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 11 (90 systems) by DAPA/ROKAF	Sep-21	\$0	\$0	\$0	0%
22a	System Lot 12 final Factory Acceptance Test (FAT) and PMR #9 complete	PMR #9 is conducted during Lot 12 (last 41 of 970 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA, USA	Sep-21	\$550,926	\$156,537	\$707,463	4%
22b	System Lot 12 final Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 12 (41 systems) by DAPA/ROKAF	Sep-21			\$0	0%
23	ROKAF Pilot Protective Clothing Set II Full Operational Capability (FOC) and Offset Program achieved	DAPA/ROKAF have received and accepted all program/contract deliverables (970 Systems; 1 JSMLT, CSP, Training, Technical Data, etc) including Offset Program.	Sep-21			\$0	0%
24	Gentex Program Close-Out complete with transition to TACAIR product customer support and sustainment begins	Gentex team program close-out activities complete. Release of resources, lessons learned, final invoicing and payments received. Gentex TACAIR product for ROKAF moves to 10 year customer support and sustainment.	Oct-21			\$0	0%
						\$17,944,917	100%



COST: VOLUME II

## 7. Annual Maintenance Cost Analysis

### 연간 운용유지비 분석

We welcome partnering with you to develop an annual Maintenance Cost Estimate and are confident that with a collaborative discussion between Gentex, DAPA and ROKAF personnel that we could accurately project the annual maintenance cost over the requested 30 year period post IOC.

당사는 방위사업청과 연간 운용유지비용 예상액을 개발하기 위한 파트너 관계를 환영하며, Gentex, DAPA, ROKAF 요원들간의 공동토론으로 요청하신 전력화 이후 30 년간에 대한 연간연간운용 비용을 정확히 예상할 수 있을 거라고 확신합니다.

## 8. Cost Saving Alternatives

### 비용 절감 방안

GENTEX has identified several cost savings opportunities for the ROKAF as part of its PP-II proposal. The decision was made to implement some of these cost savings opportunities into our base proposal offering as they provided the best value to the ROKAF and were consistent with standard business and military procurement practices. The cost savings opportunities are shown below.

GENTEX 는 PP-II 제안서의 부분으로써 ROKAF 를 위한 몇가지 비용절감기회를 확인했습니다. ROKAF 에게는 최상의 가치를 제공하고 표준 사업 및 군수 조달 관행과는 일치함으로 우리는 몇가지 비용절감 기회를 우리의 기본 제안에 이행하는 것으로 결정했습니다. 비용절감기회는 아래에 나와 있습니다.

Cost Savings to be discussed during Negotiation:

협상간 논의될 비용절감:

Cost Savings Opportunity 비용 절감 기회	Estimated Cost Savings (USD) 예상 비용 절감 (USD)
1. Perform all Training at GENTEX Location 1. 모든 교육훈련을 GENTEX 에서 실시한다.	\$31,938

Cost Savings Already Implemented:

이미 이행된 비용절감 :

Cost Savings Opportunity 비용 절감 기회	Cost Savings Realized (USD) 실제 비용절감(USD)
1. CCU Batteries (Commerical AA) procured directly by ROKAF 1. CCU 건전지 (상용 AA)는 ROKAF 에서 직접 구매	\$17,200 + Freight \$17,200 + 운반비
2. Blower Battery (BA-5300 or BA-5380) procured directly by ROKAF using the established NSN for the item, if needed (this is a common military battery that is used on a variety of military products and the ROKAF may already have these in inventory)	\$89,856 + Freight \$89,856 + 운송비

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2. 필요하다면, 블로어 건전지(BA-5300 혹은 BA-5380)는 현존 품목 NSN 을 사용해서 ROKAF 에서 직접 구매. (다양한 군용 제품에 사용되는 일반군용건전지이고 이미 ROKAF 목록에 있을것임)	
3. Economy of Scale savings from JSAM-JSF being in production. 3. JSAM-JSF 가 생산중일 때 구매하는 규모의 경제 절감	\$1,600,000

In addition, GENTEX has identified a couple of areas that DAPA/ROKAF would enhance the ROKAF operational capability but are not required for successful implementation and fielding of the PP-II. These items can be discussed during Negotiation.

또한, GENTEX 는 DAPA/ROKAF 가 ROKAF 의 작전능력은 강화하지만 PP-II 의 성공적인 이행과 배치를 위해 요구되지는 않는 몇몇 영역을 확인합니다. 해당 품목들은 협상간 논의될 수 있습니다.

1. Fully programmable Conversational Communications Unit (CCU) – An enhanced CCU was developed for the JSAM-FW program which allows for customization, through O-Level programming, for compatibility with all fielded microphone types in service today (Dynamic, Electret, TEMPEST, etc). While this is not required for the standard PP-II configuration it may add value to the ROKAF to have a common CCU for all future aircraft types (F-35 (Electret Microphone) and KF-X (Microphone unknown). The fully programmable CCU is higher cost than the one proposed which our PP-II offering.

완전히 프로그램화 된 대화형 통신 기기(CCU) – 향상된 CCU 가 JSAM-FW 사업용으로 개발되어 O-Level 프로그래밍을 통해 오늘날 사용중인 모든 야전 마이크 유형들(Dynamic, Electret, TEMPEST 등)과 호환되도록 사용자정의가 가능합니다. 이는 표준 PP-II 설정에는 요구되지 않지만 ROKAF 가 향후 항공기 유형(F-35 (Electret 마이크로폰)과 KF-X(마이크로폰 미확인)를 위해 공통 CCU 를 가지면 부가가치가 증대됩니다. 완전한 프로그래밍이 가능한 CCU 는 PP-II 제안서에 제안한 것보다 가격이 더 비쌉니다.

2. Increased fielding of the Joint Service Mask Leakage Tester (JSMLT) – GENTEX proposed one (1) JSMLT for maintaining the planned twenty-seven (27) operational PP-II systems. If the ROKAF desires to have more flexibility or more operational capability, additional units of the JSMLT can be procured.

JSMLT(공통 방독면 누출 시험기)의 야전배치 증가 – GENTEX 가 제안한 JSMLT 1 개는 계획된 27 개의 운용중인 PP-II 체계 정비를 위한 것입니다. 만약 ROKAF 가 더 많은 융통성이나 더 나은 운용 능력을 원한다면 JSMLT 추가 물량을 구매할 수 있습니다

3. Gentex has a production contract by the U.S. Government (Contract Number W911SR-16-D-0021) that was awarded in 2016 for the Joint Service Aircrew Mask for the Joint Strike Fighter F-35 (JSAM-JSF) Program. During the 10-year period of performance, Gentex will produce JSAM-JSF



systems for F-35 aircrew and provide spares, training, and support and sustainment services in the fielding of the systems. The intent of the US Government within this contract is to have continuous and steady production of the F-35 JSAM-JSF production throughout the 10 year period. In support of this planned continuous production, the U.S. Government will be maintaining and funding a level of production support capability to ensure the successful production and delivery of systems according to their determined production delivery, product fielding and replenishment schedule. The product support capability consists of material supplier and subcontract management, manufacturing engineering support, process engineering, inventory management, tooling, test panel and equipment maintenance, quality assurance support to name a few both at the prime and key subcontractors. The production support is funded monthly at a rate of approximately USD \$65,000.00 for each month the JSAM-JSF is being produced. The proposed TACAIR system for ROKAF will be a benefactor of this parallel production contract by the U.S. Government in that the proposed ROKAF TACAIR deliveries are aligned with the planned existing U.S. Government production thereby saving the ROKAF from having the burden of those production support costs. The production support costs have not been included in our offer to DAPA as it is very low risk that ROKAF delivery schedule would not directly align with planned U.S. Government production given the U.S. Government 10 year period of performance and planned continuous production under the Contract Number W911SR-16-D-0021. This has resulted in over USD\$1.6M savings to DAPA and ROKAF in our offer of the TACAIR systems. If however, for some reason the ROKAF delivery schedule does not align with existing U.S. Government JSAM-JSF delivery schedule and the U.S. Government is not paying for the production support costs those costs would need to be funded by DAPA under the resulting contract for the TACAIR systems. While this scenario is very low risk and know that every effort will be expended to ensure there is direct alignment with the production deliveries with the U.S. Government JSAM-JSF deliveries and that full savings will be realized by DAPA and the ROKAF. Gentex will provide full visibility of production delivery schedules and the sustainment of production support costs at each Program Management Review (PMR).

Gentex 는 2016 년에 미국 정부(계약번호 W911SR-16-D-0021)로부터 F-35 통합전투기용 방독면 (JSAM-JSF) 사업을 위한 생산계약을 체결했습니다. 10 년간 이행기간 동안, Gentex 는 F-35 승무원용 JSAM-JSF 체계를 생산하고 체계 배치시 부품, 교육, 지원 및 유지를 제공할 것입니다. 이 계약내에서 미국 정부의 의도는 JSAM-JSF 생산을 10 년간 지속적이고 꾸준한 유지하는 것입니다. 이 계획된 연속생산을 지원하고자 미국 정부는 그들이 판단한 생산 납기, 제품 배치 및 보충 일정에 따라 일정 수준의 생산지원능력에 의해 체계가 성공적으로 생산 및 납품이 되도록 유지하고 자금을 지원할 것입니다. 제품지원능력은 예를 들면 자재수급, 협력업체 관리, 제조 엔지니어링 지원, 공정 관리, 재고 관리, 공구 작업, 시험 평가관, 장비 정비, 품질보증 지원으로 구성되며 주계약업체와 협력업체 모두 수행 가능합니다. 생산지원은 JSAM-JSF 가 생산되는 매달동안 약 미화\$65,000 수준에서 월마다 자금이 지원됩니다. 제안한 ROKAF 의 TACAIR 체계 납기가 현재 계획된 미국 정부 생산과 일치해서 ROKAF 가 이러한 생산지원비용의 부담에서 벗어나 비용을 절감하게 되는 점에서



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이 미국 정부에 의한 병행 생산계약의 수혜자가 될 것입니다. ROKAF 납품일정은 미국정부와의 계약번호 W911SR-16-D-0021 에 따라 10 년간 이행될 계획된 연속생산과 직접적으로 일치하지는 않으므로 리스크가 낮기때문에 생산지원비용을 DAPA 에 제출한 제안서에는 포함하지 않았습니다. 결과적으로 DAPA 와 ROKAF 는 우리의 TACAIR 체계 제안서 에서 US\$1.6M 를 절감하게 되었습니다. 그렇지만 만약 여타 이유로 ROKAF 의 납기 일정이 현재의 미국 정부 JSAM-JSF 납기 일정과 일치하지 않고 미국정부가 제품지원비용을 지불하지 않게 된다면, 그 비용은 TACAIR 체계에 대한 최종계약에서 DAPA 가 부담해야 합니다. 한편, 이 시나리오는 리스크가 매우 낮고 미국정부 JSAM-JSF 납기와 생산 일정이 겹치도록 모든 노력을 할 것으로 알기때문에 DAPA 와 ROKAF 는 완전한 절감을 달성하게 될겁니다. Gentex 는 매 PMR(사업관리검토회의)에서 생산 납품일정과 제품지원비용의 가시성을 제공할 것입니다.

# EXHIBIT 12



**From:** Hyungsoo Kim <yjhitek3@unitel.co.kr>  
**Date:** September 17, 2018 at 10:19:50 AM GMT+4  
**To:** Mike Stump <MStump@gentexcorp.com>  
**Cc:** Joseph Gorski <jgorski@tradewaysusa.com>, yjhitek <yjhitek@unitel.co.kr>, Jinseop So <yjhitek.jin@gmail.com>  
**Subject:** GENTEX passed DAPA proposal evaluation  
**Reply-To:** Hyungsoo Kim <yjhitek3@unitel.co.kr>

Dear Mike,

I was officially informed that GENTEX passed DAPA proposal evaluation today, and Camlock failed. DAPA NBC IPT will be informing us of Test & Evaluation plan for GENTEX TACAIR respirator /Survitec clothing suits soon.

I will update you when I get DAPA plan.

I told Mr. Choi to transfer the result and DAPA's T&E plan to Survitec.

We really appreciated your timely data provision and your teams' wonderful support.

One more issue, KAI is awaiting proposal, please send the proposal ASAP.

Best Regards,  
Kim

Lt.Col.(Ret.) Hyung-Soo Kim / Executive Director

Young-Jin Hi-Tek, Inc.

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# EXHIBIT 13

**From:** Mike Stump [mailto:MStump@gentexcorp.com]  
**Sent:** Wednesday, November 21, 2018 11:17 AM  
**To:** Hyungsoo Kim  
**Cc:** Amit Singh; 최선창; Joseph Gorski; yjhitek; Jinseop So; Luc Legault; Ronnie Wright  
**Subject:** RE: Re: [External] PP-II milestone

Kim,  
Luc Legault, Ronnie Wright, and I arrive in Seoul on Friday, November 30 and depart Seoul on Saturday, December 15. We would like to arrive in Sancheon on Saturday or Sunday morning and will need to be back in Seoul on Friday night. I will send you copies of passports in a separate email. Please send us the hotel/train information.

Thanks,

**Mike Stump**

*Director of Technology Projects – Respiratory & Integrated Aircrew Systems*

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*Please consider the environment before printing this email*

**From:** Hyungsoo Kim <yjhitek3@unitel.co.kr>  
**Sent:** Monday, November 19, 2018 6:37 PM  
**To:** Mike Stump <MStump@gentexcorp.com>  
**Cc:** Amit Singh <amit.singh@survitecgroup.com>; 최선창 <sun@cirrusaviation.kr>; Joseph Gorski <jgorski@tradewaysusa.com>; yjhitek <yjhitek@unitel.co.kr>; Jinseop So <yjhitek.jin@gmail.com>  
**Subject:** Re: Re: [External] PP-II milestone

Dear Mike,

I will check and let you know.

Best Regards,  
Kim

--- Original Message ---

**From :** "Mike Stump" <MStump@gentexcorp.com>

**To :** "Hyungsoo Kim" <yjhitek3@unitel.co.kr>

**Cc :** "Amit Singh" <amit.singh@survitecgroup.com>, "최선창" <sun@cirrusaviation.kr>, "Joseph Gorski" <jgorski@tradewaysusa.com>, yjhitek, "Jinseop So" <yjhitek.jin@gmail.com>

**Date :** 2018/11/20 화요일 오전 11:30:31

**Subject :** Re: [External] PP-II milestone

Thanks. What is the 52nd t&e plan?

Mike

Sent from my iPhone

On Nov 19, 2018, at 6:08 PM, Hyungsoo Kim <yjhitek3@unitel.co.kr> wrote:

Dear Mike,

1. Training by Gentex and Survitec plan : 7 days training (Gentex requested 7 days for familiarization and training) is planned.  
\* 52nd BN team wants 5 working days training, even though Gentex requested 7 days training.
2. And after training, 52nd BN will perform T&E for 3 days (more or less) by their plan.
3. Finally "suitable for combat" or "unsuitable for combat" will be decided after T&E.
4. After decision of "suitable for combat", Contract/offset negotiation (schedule will be flexible, will be informed you later) will be followed accordingly.

Best Regards,  
Kim

--- Original Message ---

**From :** "Mike Stump" <MStump@gentexcorp.com>

**To :** "Hyungsoo Kim" <yjhitek3@unitel.co.kr>

**Cc :** "Amit Singh" <amit.singh@survitecgroup.com>, "최선창" <sun@cirrusaviation.kr>, "Joseph Gorski" <jgorski@tradewaysusa.com>, yjhitek, "Jinseop So" <yjhitek.jin@gmail.com>

**Date :** 2018/11/20 화요일 오전 10:45:48

**Subject :** Re: [External] PP-II milestone

What is the sequence of training and testing?

Mike

Sent from my iPhone

On Nov 19, 2018, at 5:36 PM, Hyungsoo Kim <[yjhitek3@unitel.co.kr](mailto:yjhitek3@unitel.co.kr)> wrote:

Dear Mike,

DAPA confirmed that T&E will start from Monday, 3 Dec, to Friday, 14 Dec. The location is in Sacheon (Jinju) city and close to KAI you visited this summer.

Important thing is to bring with real 3 PCs for T&E, please confirm it.

When do you send the samples to us?

My plan is to move to Sacheon (Jinju) on Sunday, 2 Dec. upon Gentex (Survitec) team arrival schedule.

And send us passport copies of visitors (Gentex and Survitec) for security clearance.

For hotel reservation, we will make same hotel reservation in Seoul (Grand Ambassador hotel) and in Jinju for Gentex/Survitec upon the schedule.

Best Regards,

Kim

--- Original Message ---

**From :** "Mike Stump" <[MStump@gentexcorp.com](mailto:MStump@gentexcorp.com)>

**To :** "Hyungsoo Kim" <[yjhitek3@unitel.co.kr](mailto:yjhitek3@unitel.co.kr)>

**Cc :** "Amit Singh" <[amit.singh@survitecgroup.com](mailto:amit.singh@survitecgroup.com)>, "최선창" <[sun@cirrusaviation.kr](mailto:sun@cirrusaviation.kr)>,

"Joseph Gorski" <[jgorski@tradewaysusa.com](mailto:jgorski@tradewaysusa.com)>, yjhitek, "Jinseop

So" <[yjhitek.jin@gmail.com](mailto:yjhitek.jin@gmail.com)>

**Date :** 2018/11/20 화요일 오전 2:22:16

**Subject :** RE: [External] PP-II milestone

Kim,

We need to know the exact schedule and location(s) of the T&E so we can arrange our travel ASAP.

**Mike Stump**

*Director of Technology Projects – Respiratory & Integrated Aircrew Systems*

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**From:** Hyungsoo Kim <[yjihitek3@unitel.co.kr](mailto:yjihitek3@unitel.co.kr)>

**Sent:** Thursday, November 15, 2018 7:52 PM

**To:** Mike Stump <[MStump@gentexcorp.com](mailto:MStump@gentexcorp.com)>

**Cc:** Amit Singh <[amit.singh@survitecgroup.com](mailto:amit.singh@survitecgroup.com)>; 최선창 <[sun@cirrusaviation.kr](mailto:sun@cirrusaviation.kr)>; Joseph Gorski <[jgorski@tradewaysusa.com](mailto:jgorski@tradewaysusa.com)>; yjihitek <[yjihitek@unitel.co.kr](mailto:yjihitek@unitel.co.kr)>; Jinseop So <[yjihitek.iin@gmail.com](mailto:yjihitek.iin@gmail.com)>

**Subject:** [External] PP-II milestone

Dear Mike,

FYR :

Ms. Oh discussed with us about future milestone for the final contract. DAPA will have internal meeting next week regarding general milestone such as T&E, main/offset contract negotiation and sign of final contract by Feb, 2019.

1. Training and T&E

Training and T&E will start from 3 Dec for 2 weeks, and then "suitable for combat" or "unsuitable for combat" shall be decided. At this time, DAPA and we are worrying about some test reports that were not provided from US Government BN ask us about the test reports again during the T&E. We need to prepare 'how to handle this issue'.

2. Main contract and offset negotiation

After decision of "suitable for combat", both technical negotiation with main contract team and offset negotiation with team are temporarily supposed to start from the week of Dec. 17th. I understand, when this schedule is informed us, both (GENTEX and Survitec) contract team need to come negotiate for main contract and offset contract.

A. Main contract : Main issue will be the price negotiation, therefore, prepare the proof of reasonable price compared with records (F-35, etc).

B. Offset contract : There are differences of offset value evaluation after checking your offset proposal with DAPA offset and I will send you the revised opinion separately.

3. Final signature of contract : By Feb, 2019.

DAPA will send the official schedule after internal meeting.

Best Regards,

Kim

**Lt.Col.(Ret.) Hyung-Soo Kim / Executive Director**



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